

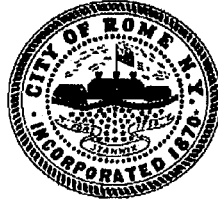
PUBLIC NOTICE

BE IT RESOLVED, that the Common Council of the City of Rome does hereby authorize the City Clerk of the City of Rome to advertise notice of a public hearing with regard to amending Charter Laws of the City of Rome pertaining to the duties of Corporation Counsel, said public hearing to be held on the 26th day of August, 2015 at 6:55 p.m., in the Common Council Chambers, City Hall, Rome, New York, at which time and place all interested persons will be heard thereon.

Louise S. Glasso, CMC
City Clerk

Rome Sentinel Co.
To Appear: August 18, 2015
Dated: August 13, 2015
One (1) time

**OFFICE OF THE COMMON COUNCIL
CITY HALL – ROME, NEW YORK 13440**



**1ST WARD
Lori A. Trifeletti**

**2ND WARD
John B. Mortise**

**3RD WARD
Kimberly Rogers**

**4TH WARD
Ramona L. Smith**

**5TH WARD
Frank R. Anderson**

**6TH WARD
John A. Nash**

**7TH WARD
Lou DiMarco Jr.**

**John J. Mazzaferro
President Common Council**

**CITY CLERK
Louise S. Glassco**

**COMMON COUNCIL MEETING
REGULAR SESSION**

**AUGUST 26, 2015
7:00PM**

1. CALLING THE ROLL OF MEMBERS BY THE CLERK

2. PLEDGE OF ALLEGIANCE

3. INVOCATION

4. GENERAL PUBLIC HEARING

The time limit for speakers at the general public hearing shall be limited to (5) continuous minutes. The President of the Common Council may extend this time up to an additional five (5) minutes at his discretion; and further extensions must be approved by a majority of the council.

5. RECOGNITION/APPRECIATION

6. READING OF THE MINUTES OF THE PRECEDING SESSION

(Motion in order that the reading of the minutes of the preceding session be dispensed with and that they be approved.)

7. PRESENTING OF PETITIONS AND COMMUNICATIONS.

A. PETITIONS

B. COMMUNICATIONS.

8. NOTICES

Members of the council to meet with a representative from Johnson Control and Frank Tallarino on August 26th @ 6:00pm

9. REPORT OF CITY OFFICIALS

10. REPORT OF COUNCILORS AND GENERAL CITY AFFAIRS

11. PRESENTING OF REPORT OF COMMITTEES

12. RESOLUTIONS

RES. NO. 112

P

ACCEPTING DONATION PRESENTED TO THE CITY OF ROME FROM THE AMERICAN UKRANIAN VETERAN'S & MEN'S CLUB FOR USE AT THE ROME POLICE AND FIRE MEMORIAL PARK. Domenico

RES. 113

Q

ACCEPTING DONATION PRESENTED TO THE CITY OF ROME FROM CITY HALL EMPLOYEES TO BE USED FOR HOLIDAY DECORATIONS. Domenico

RES. NO. 114

R

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ACCEPT GRANT IN THE AMOUNT \$1,500.00 FROM THE NYS DEPARTMENT OF ENVIRONMENTAL CONSERVATION. Brement

RES. NO. 115

S

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO VARIOUS LEASE AGREEMENTS WITH TENANTS OF PARK DRIVE ESTATES. Benedict

13. ORDINANCES

A.

%Lacking Unanimous Consent

B

Current Legislation

ORD. NO. 9023

A

AUTHORIZING MAYOR OF THE CITY OF ROME TO ENTER INTO REHABILITATION AGREEMENT AND APPROVING THE SALE OF A CITY OWNED PARCEL LOCATED AT 8280 LINK ROAD. Domenico

ORD. NO. 9024

B

**AUTHORIZING MAYOR OF THE CITY OF ROME TO ENTER INTO
REHABILITATION AGREEMENT AND APPROVING THE SALE OF A
CITY OWNED PARCEL LOCATED AT 1817 N. JAMES STREET. Domenico**

ORD. NO. 9025

C

**AUTHORIZING MAYOR OF THE CITY OF ROME TO ENTER INTO
REHABILITATION AGREEMENT AND APPROVING THE SALE OF A
CITY OWNED PARCEL LOCATED AT 711 N. JAY STREET. Domenico**

ORD. NO. 9026

D

**AUTHORIZING MAYOR OF THE CITY OF ROME TO ENTER INTO
REHABILITATION AGREEMENT AND APPROVING THE SALE OF A
CITY OWNED PARCEL LOCATED AT 618 PARRY STREET Domenico**

ORD. NO. 9027

E

**AUTHORIZING MAYOR OF THE CITY OF ROME TO ENTER INTO
REHABILITATION AGREEMENT AND APPROVING THE SALE OF A
CITY OWNED PARCEL LOCATED AT 807 ELM STREET Domenico**

ORD. NO. 9028

F

**AUTHORIZING MAYOR OF THE CITY OF ROME TO ENTER INTO
REHABILITATION AGREEMENT AND APPROVING THE SALE OF A
CITY OWNED PARCEL LOCATED AT 721 W. DOMINICK STREET Domenico**

ORD. NO. 9029

G

**AUTHORIZING MAYOR OF THE CITY OF ROME TO ENTER INTO
REHABILITATION AGREEMENT AND APPROVING THE SALE OF A
CITY OWNED PARCEL LOCATED AT 729 CALVERT STREET Domenico**

ORD. NO. 9030

H

**AUTHORIZING MAYOR OF THE CITY OF ROME TO ENTER INTO
REHABILITATION AGREEMENT AND APPROVING THE SALE OF A
CITY OWNED PARCEL LOCATED AT 203 N. GEORGE STREET Domenico**

ORD. NO. 9031

I

**AUTHORIZING MAYOR OF THE CITY OF ROME TO ENTER INTO
REHABILITATION AGREEMENT AND APPROVING THE SALE OF A
CITY OWNED PARCEL LOCATED AT 514 N. MADISON STREET Domenico**

ORD. NO. 9032

J

**AUTHORIZING MAYOR OF THE CITY OF ROME TO ENTER INTO
REHABILITATION AGREEMENT AND APPROVING THE SALE OF A
CITY OWNED PARCEL LOCATED AT 215 KOSSUTH STREET. Domenico**

ORD. NO. 9033

L

**AUTHORIZING MAYOR OF THE CITY OF ROME TO APPROVE THE SALE
OF CITY OWNED PARCEL (739 CAMP STREET) TO BUYER. Domenico**

ORD. NO. 9034

M

**AUTHORIZING MAYOR OF THE CITY OF ROME TO APPROVE THE SALE
OF CITY OWNED PARCEL (304 SAM STREET) TO BUYER. Domenico**

ORD. NO. 9035

N

**AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$9,500,000 REFUNDING
BONDS OF THE CITY OF ROME, ONEIDA COUNTY, NEW YORK, TO REFUND
CERTAIN OUTSTANDING SERIAL BONDS OF THE CITY, AND PROVIDING FOR
OTHER MATTERS IN CONNECTION THEREWITH Nolan**

ORD. NO. 9036

O

**RESCINDING PREVIOUS COMMON COUNCIL ORDINANCE NO. 9007
PERTAINING TO THE SALE OF CITY OWNED PARCEL LOCATED ON
404 DEPEYSTER STREET TO BUYER Benedict**

ORD. NO. 9037

K

**AUTHORIZING MAYOR OF THE CITY OF ROME TO ENTER INTO
REHABILITATION AGREEMENT AND APPROVING THE SALE OF A
CITY OWNED PARCEL LOCATED AT 201 KOSSUTH STREET AND 604 W.
LIBERTY STREET Domenico**

ORD. NO. 9038

T

**AMENDING ROME CODE OF ORDINANCES PERTAINING TO THE
CITY OF ROME'S FORMAL CONTRACT PROCEDURE. Piekarski**

ORD. NO. 9039

V

**AMENDING ROME CODE OF ORDINANCES PERTAINING TO
THE DESIGNATION OF REGISTERED AGENTS. Rogers - DiMarco**

14. LOCAL LAWS

15. TABLED LEGISLATION

ORD. NO. 9020

A

TABLED II

**AMENDING ROME CODE OF ORDINANCES CHAPTER 54 REGARDING SOLID
WASTE. Mayor Fusco – Tallarino**

RES. NO. 109

G

Tabled I

**AUTHORIZING AMENDMENT TO THE 2015 CITY OF ROME ANNUAL BUDGET
FOR ANTICIPATED RENTS AND EXPENDITURES FOR PROPERTY FORMERLY
KNOWN AS PARK DRIVE ESTATES. Nolan**

ORD. NO. 9021

A

Tabled I

AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH THE ROME ART AND COMMUNITY CENTER FOR CITY OWNED PROPERTY LOCATED AT 308 WEST BLOOMFIELD STREET, ROME NEW YORK. Tallarino

ORD. NO. 9022

C

Tabled I

AUTHORIZING THE SALE OF THE PAPER STREET KNOWN AS "DOW STREET" BY PUBLIC AUCTION TO THE HIGHEST BIDDER. Nash – Mayor Fusco

LL B (2) of 2015

Tabled I

AMENDING CHARTER LAWS OF CITY OF ROME PERTAINING TO THE DUTIES OF THE CORPORATION COUNSEL. Nash – Rogers

16. VETOED LEGISLATION

17. ADJOURNMENT

% Ordinances require unanimous consent to be acted upon when first introduced

NEXT SCHEDULED COMMON COUNCIL MEETING ~~ September 9, 2015

COMMON COUNCIL

AUGUST 26, 2015

RESOLUTION NO. 112

ACCEPTING DONATION PRESENTED TO THE
CITY OF ROME FROM THE AMERICAN UKRANIAN VETERAN'S & MEN'S CLUB
FOR USE AT THE ROME POLICE AND FIRE MEMORIAL PARK

By Councilor _____:

WHEREAS, the American Ukranian Veteran's & Men's Club, has contacted the City of
with a monetary donation for use at the Rome Police and Fire Memorial Park; and

WHEREAS, pursuant to Section 25 of the Rome City Charter, the City of Rome
Common Council may authorize the acceptance of donations made to the City of Rome on
behalf of the City of Rome; now, therefore,

BE IT RESOLVED, by the Common Council of the City of Rome, New York, that a
monetary donation of \$100.00 from the American Ukranian Veteran's & Men's Club, shall be
gratefully accepted by the City of Rome for use at the Rome Police and Fire Memorial Park
within the City of Rome, New York; and

BE IT FURTHER RESOLVED, that the Common Council hereby expresses its
appreciation to the American Ukranian Veteran's & Men's Club, for their monetary donation of
\$100.00 for use at the Rome Police and Fire Memorial Park.

Seconded by Councilor _____.

AYES & NAYS: Trifeletti ____ Mortise ____ Rogers ____ Smith ____ Anderson ____
Nash ____ DiMarco _____

ADOPTED:

DEFEATED:

COMMON COUNCIL

AUGUST 26, 2015

RESOLUTION NO. 113

ACCEPTING DONATION PRESENTED TO THE
CITY OF ROME FROM CITY HALL EMPLOYEES
TO BE USED FOR HOLIDAY DECORATIONS

By Councilor _____:

WHEREAS, employees of the City of Rome—specifically those which work at Rome City Hall have a “Dress Down Friday”, whereby money (\$5.00) is collected from employees which wish to dress down; and

WHEREAS, said donations collected for the month of July were to be used toward the City of Rome’s holiday decorations; and

WHEREAS, pursuant to Section 25 of the Rome City Charter, the City of Rome Common Council may authorize the acceptance of donations made to the City of Rome on behalf of the City of Rome; now, therefore,

BE IT RESOLVED, by the Common Council of the City of Rome, New York, that a combined monetary donation of \$175.00 from City Hall employees, shall be gratefully accepted by the City of Rome to be used for the holiday decorations; and

BE IT FURTHER RESOLVED, that the Common Council hereby expresses its appreciation to the employees of Rome City Hall, pursuant to the attached list which is made part of this Resolution, for their monetary donation of \$175.00 to be used for the City’s holiday decorations.

Seconded by Councilor _____.

AYES & NAYS: Trifeletti ____ Mortise ____ Rogers ____ Smith ____ Anderson ____
Nash ____ DiMarco _____

ADOPTED:

DEFEATED:

CR 1000 270525

July Dress Down Fridays / "Come For the Holidays" Donations

- 1) Diane Kelly
- 2) Ed Seelig
- 3) Kelly Seelig
- 4) Nancy Jones
- 5) Cheryl Beach
- 6) Donna Piekarski
- 7) Eric Seelig
- 8) Fred Fox
- 9) Dianne Schink
- 10) Jennifer Gotti
- 11) Judy Zawisza
- 12) Denise Golden
- 13) Corky Urbanik
- 14) Heather Pacicca
- 15) Linda DeProspero
- 16) Greg Shaver
- 17) Joanne West
- 18) Pat hisandrelli
- 19) Joan Miller
- 20) hogan Fournier
- 21) Dave Nolan
- 22) Paul Ziminski
- 23) Mary Johnson
- 24) John Ross
- 25) Kristina Mosca

0.*

0.*

34.x

5.=

~~170.00~~ +

\$175

July Dress Down Fridays / "Home For the Holidays" Donations

26) Brandon LaRoz

27) Mike Dorsino

28) Kathy Perry

29) Nicole Spadafora-Avery

30) Diana Samuels

31) Eric Seibert

32) Jean Grande

33) Gino Diciolla

34) Janice Shamino

35) Mayor Fusco

36)

37)

38)

39)

40)

41)

42)

43)

44)

45)

COMMON COUNCIL

AUGUST 26, 2015

RESOLUTION NO. _114

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ACCEPT GRANT
IN THE AMOUNT \$1,500.00 FROM THE NYS DEPARTMENT OF ENVIRONMENTAL
CONSERVATION

By Councilor _____.

WHEREAS, Ronald Brement, Chief of the City of Rome Fire Department has requested the authorization to accept a grant in the amount of \$1,500.00 from the New York State Department of Environmental Conservation; now, therefore

BE IT RESOLVED, by the Common Council of the City of Rome, New York, that the Mayor of Rome and his designees are authorized to accept a grant in the amount of \$1,500.00, which is intended to assist the Rome Fire Department in the purchase of wildland firefighting equipment, from the NYS Department of Environmental Conservation, as well as execute any and all contracts, documents and instruments necessary to allow the City to accept as well as expend said grant funding, and to fulfill the City of Rome's obligation to receive same; and

BE IT FURTHER RESOLVED, the information relative to said award is more specifically described in the attached document, which is made part of this Resolution.

Seconded by Councilor _____.

AYES & NAYS: Trifeletti ____ Mortise ____ Rogers ____ Smith ____ Anderson ____
Nash ____ DiMarco _____

ADOPTED:

DEFEATED:

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Forest Protection

625 Broadway, 3rd Floor, Albany, New York 12233-2560

P: (518) 402-8839 | F: (518) 402-8840 | Rangers@dec.ny.gov

www.dec.ny.gov

MR. RONALD BREMENT
ROME FIRE DEPT
158 BLACK RIVER BLVD
ROME, NY 13440

08/04/2015

Re: Title IV Volunteer Fire Assistance Grant

Dear MR. BREMENT:

GRANT PROCESS COMPLETION: OCTOBER 30, 2015

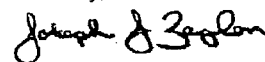
This office is pleased to inform you that **your fire department has been granted an award of \$1,500** under the federal Title IV - Volunteer Fire Assistance (VFA) Grant Program for 2015. The award is intended to assist your fire department in the purchase of wildland firefighting equipment. Reimbursement for approved eligible items, as listed in the grant application, will be made on the basis of reasonable costs incurred. In the event certain charges appear to be unreasonable, adjustments will be made on the basis of comparable quotes requested by the state of New York.

In order to provide this grant award to your fire department, it will be necessary for you to follow certain state and federal standard procedures which are outlined below. **Please complete the grant process by October 30, 2015.**

1. **Purchase eligible equipment** approved on your application. Expend \$3,000 to receive the full \$1,500 grant award. Anything less than \$3,000 expended would result in an award of 50% of your expenditures.
2. Upon receipt of your purchases, **contact your local Forest Ranger** at the nearest regional Department of Environmental Conservation office. A Forest Ranger must inspect your purchases and fill out a voucher for your signature.
3. During inspection, **provide the Forest Ranger with copies of receipted invoices and a completed W-9 Form.** The invoices provide suitable evidence for proof of purchase. The W-9 Form authorizes the NYS Office of the State Comptroller to make payment of the grant award. If you provided a W-9 Form in a prior grant year, it is not required again.

Please contact this office at (518) 402-8835 if you have any questions.

Sincerely,



Joseph J. Zeglen, Director
Division of Forest Protection



Department of
Environmental
Conservation

COMMON COUNCIL

AUGUST 26, 2015

RESOLUTION NO. 115

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO
VARIOUS LEASE AGREEMENTS WITH TENANTS OF PARK DRIVE ESTATES.

By Councilor_____:

WHEREAS, the City of Rome took ownership of the property known as Park Drive Estates located on Park Drive, in the City of Rome, New York ("Property") through foreclosure during July, 2015; and

WHEREAS, at the time the City of Rome obtained ownership of the Property, said Property had ten (10) residential, single-family rental units, of which nine (9) were occupied; and

WHEREAS, Timothy A. Benedict, Corporation Counsel for the City of Rome, has recommended that that the City of Rome enter into written lease agreements with each tenant of the property known as Park Drive Estates, setting forth, *inter alia*: the total amount of rent; monthly rate of \$800.00 per unit; rent credits; rent additions; and other terms and conditions of occupancy; etc.; now, therefore,

WHEREAS, Rome City Charter Laws, Title A, Article IV, Section 33, states that all leases of city property shall be approved by the City of Rome Common Council and Board of Estimate and Contract; now, therefore,

BE IT RESOLVED, by the Common Council of the City of Rome that the Mayor of the City of Rome is authorized to execute various lease agreements with—existing and prospective--tenants of the property known as Park Drive Estates, by which the City will rent the individual residential units to current or prospective tenants for so long as the City of Rome maintains ownership of the Property, and which said Lease Agreement shall be in substantially the same form of the "Lease Agreement" which is made part of this Resolution.

Seconded by Councilor _____.

AYES & NAYS: Trifeletti _____ Mortise _____ Rogers _____ Smith _____ Anderson _____
Nash _____ DiMarco _____

ADOPTED:

DEFEATED:

CITY OF ROME, NEW YORK

LEASE AGREEMENT

This lease agreement ("Lease"), made on the ____ day of _____, 2015, hereinafter as "Effective Date", between _____, residing at _____, hereinafter, individually or collectively as the "Tenant" and **THE CITY OF ROME, NEW YORK**, a municipal corporation organized and existing under the laws of the State of New York with a principal place of business located at 198 North Washington Street, Rome, New York, hereinafter referred to as "Landlord". The parties shall be referred to as the Landlord and the Tenant in the remaining provisions of this Lease, and any use of the singular shall be interpreted as a plural reference.

1. Premises Leased; Term of Lease.

The Landlord hereby lease to the Tenant, the premises located at _____ PARK DRIVE, ROME, NEW YORK, hereinafter referred to as "Premises" or "Property". Unless terminated as herein provided, the term of the Lease is twelve (12) months, beginning on _____, 2015 and ending on August 31, 2016 ("Term"). The Term of this Lease may extended upon mutual written consent of the parties and upon such other terms and conditions as the parties may agree in writing.

2. Rent; Time and Manner of Payment of Rent.

The total rent ("Rent") for each year of the Term of this Lease is Nine Thousand, Six Hundred and 00/100 Dollars (\$9,600.00). Subject to any credit and additional rent amount authorized herein at §7-A and/or §14, the Rent shall be in equal monthly installments of **\$800.00** or, based on credit or additional fee, the amount of \$_____.00, paid on the first day of each month of the Term of this Lease ("Monthly Rent"), except that the payment of the first month's Monthly Rent must be made upon signing of this Lease by the Tenant. The payments must be made to the Landlord at the address first listed above, or such other address given to the Tenant by Landlord. Any Monthly Rent payment not received by the Landlord on the 1st of each month, shall be deemed late and, in the event, the Monthly Rent is not received by the 5th day of the month, Landlord shall receive a late payment fee of \$25.00 ("Late Fee").

3. Use of Premises.

The Premises shall be used and occupied solely as a private residential premises for Tenant, and their children, to live in and occupy. It may not be used for any other purpose and use for any other purpose may be deemed a default of this Agreement for which termination is warranted.

It is expressly agreed by Tenant that using the Premises in any manner not authorized hereby shall be deemed to have caused irreparable damage to the Landlord for which the Landlord's rights are adversely affected and prejudiced. Further, the Tenant expressly agrees that—should the Landlord commence an action pursuant to this provision—that the Landlord would likely prevail on the merits. The Tenant agrees that the Landlord shall have the right to

commence an action for temporary restraining order or an injunction in the event that Tenant violates this provision.

4. Delivery of Possession.

The parties hereby acknowledge and agree that the Tenant has occupied the Premises since prior to the Effective Date. As such, the Tenant agrees that the Landlord has fulfilled its obligation to deliver occupancy of the Premises to the Tenant.

5. Condition of Premises.

It is understood that the Tenant has occupied the Premises and, therefore, it is agreed that the Tenant has inspected and is fully familiar with the condition of the Premises and agrees that same is acceptable and that the Premises is in very good condition and all appurtenances, windows, doors, appliances and/or fixtures are in good working order and are not in need of repair. Tenant expressly agrees and understands that, to the extent that Tenant causes damage to the Property which exceeds the amount of the security deposit, Tenant shall be responsible for the cost of such excess damage and Landlord specifically reserves his right to commence legal proceedings against the Tenant and/or file criminal charges against the Tenant in the event the excess damage is caused by Tenant's criminal conduct.

Tenants' Initials: _____

6. Heat and Water.

(a) The Landlord shall furnish heat in the amounts required by law and at the times required by law. **CHECK AS APPROPRIATE:** ☐ Heat is included in Monthly Rent payment **OR** ☐ Heat is not included in the Monthly Rent and is a separate responsibility of Tenant.

(b) The Landlord shall furnish water in reasonable quantities; however, Tenant is responsible for any costs associated with heating water for household purposes.

The Landlord shall not be liable for any stoppage of heat, water or elevator service not due to the fault of the Landlord. Further, any of these services may be stopped for reasonable times if such stoppage is required in order to make any repairs which may be necessary.

7. Gas, Electricity and Telephone.

The Tenant must pay all charges for gas, electricity or telephone service used during the Term of this Lease. Further, the Tenant must arrange for these services with the utility company involved.

7-A. Snow Removal; Lawn Cutting.

The parties agree and acknowledge that the Tenant shall be solely responsible for snow removal the Premises, which shall include removal of snow from any parking area/driveway and the sidewalk(s) in front of the Premises, for which the Tenant—upon satisfactorily performing said obligation--shall receive a Fifty and 00/100 Dollar (\$50.00) credit off of the Monthly Rent Payment. In the event that the Tenant does not satisfactorily perform said obligation such that the Landlord must perform same, Tenant shall not receive said credit and the Landlord may, in its discretion, terminate this Lease.

The Landlord shall be responsible for the mowing of the lawn (front and rear) at the Premises at such times and as may be necessary to ensure compliance with any applicable local or state code. The Landlord may designate such duty to a third party. The Tenant shall cooperate with the Landlord, or its designee, to ensure the Premises is free and clear any item—toys, furniture, decorations, etc.—that may impede or obstruct the Landlord's performance of this duty.

8. Appliances.

The Landlord shall supply the following appliances: (a) stove & (b) oven, and (c) refrigerator (make: Kenmore). ☐ Other (specify): _____

The Tenant agrees to accept the appliances which are presently in the Premises. If any of the appliances supplied by the Landlord shall be in need of repair after the commencement of this Lease, the Landlord must make the repairs at its own expense unless the need for repairs is caused by some wrongful act on the part of the Tenant. In that case the Landlord shall make such repairs and may charge the cost to the Tenant.

The Tenant shall not install or use any major appliance, other than those supplied by the Landlord, without the written consent of the Landlord, including a washing machine, dryer, dishwasher, freezer, air conditioner, ventilator and heater. However, the Tenant may have and use television sets, radios, and small appliances such as blenders and mixers. But, the Tenant may not install an outdoor television antenna without the written consent of the Landlord.

9. Maintenance and Repair by Tenant.

The Tenant must keep, and has an on-going affirmative duty to keep, the Premises and the fixtures in the Premises in good condition and make all minor cosmetic repairs which are made necessary because of the fault of the Tenant. However, nothing herein shall give Tenant the right or obligation to repair: any wall or aspect of the structure, any system (i.e., HVAC), any structural component at the Premises; any part of the roof; or any appurtenant porches; or any system located at the Premises, including, but not limited to: plumbing, heating. In the event the Tenant causes damage, which the Landlord deems, in their sole discretion, to be substantial, which is hereby defined as being \$300.00 or more, or, if Tenant continually causes damage to the Premises requiring repair, the Landlord may exercise their right to *immediate* terminate this Lease as provided herein at Section 24.

At the end of the Term of this Lease, the Tenant must give up the Premises in as good condition as it was at the beginning of the Term, with the exception of reasonable wear and damage or destruction caused by fire or other casualty without fault of the Tenant.

It is expressly agreed by Tenant that failure to comply with the provision "9" shall be deemed to have caused irreparable damage to the Landlord for which the Landlord's rights are adversely affected and prejudiced. Further, the Tenant expressly agrees that—should the Landlord commence an action pursuant to this provision—that the Landlord would likely prevail on the merits. The Tenant agrees that the Landlord shall have the right to commence an action for temporary restraining order or an injunction in the event that Tenant violates this provision.

10. Alterations by Tenant.

The Tenant shall not make any alterations, additions or improvements to the Premises without the express written consent of the Landlord. The kinds of alterations, additions or improvements referred to are those which are of a more or less permanent nature, such as new floors, partitions, wallpaper, and paneling. If consent of the Landlord is given, then any or all of such alterations, additions or improvements, may, if the Landlord wishes, become the property of the Landlord at the end of the Term of the Lease. However, if the Landlord wishes, it may require the Tenant to remove any or all of such alterations, additions or improvements at the end of the Term of this Lease at Tenant's sole expense.

11. Fire or Other Casualty.

If the fire or other casualty damages or destroys the Premises so that it cannot be used and occupied, then the Tenant shall not be required to pay Rent for the time it remains unusable. If only part of the Premises is so damaged or destroyed and a part can still be used and occupied, then the Tenant shall only be required to pay Rent for the part which may be used and occupied. The Landlord is required to repair and restore the Premises to at least as good a condition as existed before the damage or destruction. However, the Landlord is only required to repair the structural parts of the Premises and is not required to repair or replace any equipment or fixtures installed by the Tenant. If the damage or destruction was caused by the Tenant then the Landlord may make the required repairs at the expense of the Tenant.

If all or a substantial part of the building in which the Premises is located is damaged or destroyed, then the Landlord has the right to rebuild or demolish the building. In the event of such substantial damage or destruction, the Landlord may, if it wishes, cancel this Lease by giving the Tenant at least days written notice of the cancellation. The Tenant, on the other hand, does not have any right to cancel this Lease because of damage or destruction caused by fire or other casualty.

12. Liability of Landlord; Reimbursement by Tenant.

If the Landlord must pay any damages for a claim arising from the fault of the Tenant, then the Tenant must reimburse the Landlord for any such sums paid. In addition, the Tenant must reimburse the Landlord for any expense of the Landlord incurred in defending against such claim, whether or not the Landlord has to pay any damages. The Landlord reserves any and all rights and authority to commence such actions or proceedings necessary to utilize the rights contained in this provision.

13. Keys Deposited with Tenant; Access of Landlord to Premises.

The Tenant acknowledges that, as of the date of execution of this Agreement, Tenant is in possession of a duplicate set of all keys necessary to enter the Premises. The Tenant must obtain the Landlord's consent prior to changing any locks in or at the Premises. Upon the Landlord's consent and upon changing any locks in or at the Premises, Tenant shall deposit with the Landlord a duplicate set of all new keys.

The Landlord and the Landlord's agents and employees shall be permitted at any time during the Term of this Lease to enter the Premises at reasonable hours for the purpose of making inspection and/or repairs or for the purpose of gaining access to other parts of the building when deemed necessary by the Landlord. If the Tenant is not personally present to permit such entry into the Premises, the Landlord may enter by means of a key. However, if an

emergency situation arises, the Landlord may enter the Premises by force without being liable for damages for such entry.

At reasonable hours during the term of this Lease, the Landlord may enter the Premises for the purpose of showing the Premises to persons who may wish to buy the entire building or who may possibly lend money to the Landlord. During the last four (4) months of this Lease, the Landlord may enter the Premises at reasonable hours for the purpose of showing the Premises to possible new tenants.

14. Animals or Pets.

The Tenant ☐ may ☐ may not keep any animals, birds or other pets in the Premises. In the event the Tenant is allowed to keep an animal, bird or other pet, the Landlord shall receive and additional twenty-five and 00/100 dollars (\$25.00) per month for each pet, to be added by the Tenant to the Monthly Rent. Failure to disclose the presence of the animal(s) or pet(s) may be grounds for termination of this Agreement.

15. Compliance with Rules.

The Tenant will observe and comply with such reasonable rules as the Landlord shall prescribe by written notice to the Tenant. These rules may be changed from time to time by written notice. Attached to this Lease is the set of rules in effect on the date of the signing of this Lease.

16. Compliance with Laws and Regulations.

The Tenant, at its sole expense, shall comply with all laws, orders, rules and regulations of Federal, State, County and Municipal Authorities and with the direction of any public officer, with respect to the Premises.

The Tenant expressly acknowledges and understands that the City of Rome, New York has in effect a law commonly known as the **City of Rome Public Nuisance Abatement Law**, as codified in the Rome Code of Ordinances, by which the Landlord can be held civilly and/or administratively responsible for the illegal acts of the Tenant, or Tenant's invitees or guests, occurring at or near the Premises, and by this provision Tenant expressly agrees and acknowledges that, upon the Landlord receiving a Notice of Public Nuisance occurring at the Property and which relates to Tenant's, or Tenant's invitee's or guest's, unlawful use of the Premises, then Landlord shall have the express right to **immediately** terminate this Lease in accordance herewith and to order Tenant to vacate the Premises immediately. In the event Tenant fails to vacate the Premises immediately, Landlord shall have the right to evict the Tenant in accordance with the applicable State law.

Tenant's Initials: _____

17. Eminent Domain (Condemnation).

If the Premises or the building in which the Premises is located is taken by any public authority under the power of eminent domain (condemnation), then this Lease shall end on the date when such taking becomes effective. No part of any award arising out of the taking under the power of eminent domain (condemnation) shall belong to the Tenant. The whole award shall belong to the Landlord.

18. Assignment and Sublease.

The Tenant expressly agrees and understands that this Lease **may not** be assigned, nor may the Premises be sublet by the Tenant, without the advance written consent of the Landlord. Any such assignment or sublease shall not relieve the Tenant of any of its obligations or liability under this Lease. The subtenant shall be bound by and subject to all the terms of this Lease.

The parties expressly agree and acknowledge that the Landlord may—during the Term of this Lease or any renewal term thereof—assign its interest in this Lease or may sell/convey the Premises to a third party. The Tenant agrees that the City has the right to do so and said assignment or sale shall not be construed—under any theory or law or equity—as giving rise to any damages to the Tenant. **The City agrees to notify the Tenant of the prospective assignment or sale as soon as is practicable under the circumstances. Nothing herein shall be construed that—in the event of an assignment or sale—as giving the Tenant the right to maintain this Lease upon the Assignment or Sale and the Tenant expressly agrees that the assignment or sale of the Premises may be deemed grounds for termination of this Lease.**

19. Subordination.

This Lease shall be subject and subordinate to the rights and liens of the following: (a) all presently existing and future leases for the building in which the Premises is located; (b) all presently existing and future mortgages on leases for said building, on the building itself or on the land on which the building stands; and (c) all presently existing and future agreements by which a lender secures money loaned to the Landlord. This means, in general terms, that the holders of the instruments described in (a), (b) and (c) above have greater rights than the Tenant has under this lease.

Although no other instrument or act of the Tenant is necessary to make this subordination effective, the Tenant shall, nevertheless, execute such further instruments acknowledging this subordination as the Landlord shall request. The Tenant hereby appoints the Landlord as its agent to execute such instruments.

Despite this subordination, this Lease or any extension of this Lease shall not be terminated by foreclosure or other means provided the Tenant is not in default beyond the period during which the Tenant is entitled to cure such default.

20. Notices.

All notices to be given to the Tenant by the Landlord or by the Tenant to the Landlord shall be in writing and delivered by registered or certified mail. Notices to the Tenant shall be addressed to the building in which the Premises is located. Notices to the Landlord shall be addressed to John or Cheryl Benedict. The Landlord will immediately notify the Tenant of any change in mailing address.

21. Quiet Enjoyment of Premises by Tenant.

As long as the Tenant pays the Rent and is not in default of any of the conditions of this Lease, it shall peaceably and quietly have, hold and enjoy the Premises during the Term of this Lease.

22. Warranty of Habitability.

The Landlord advises the Tenant that the Premises and all areas used in connection with it in common with other tenants are fit for human life and for the use reasonably intended by the parties and there are no conditions dangerous, hazardous or detrimental to life, health and safety.

23. Security.

The Landlord acknowledges that the Tenant previously remitted a security deposit with the prior landlord, such that the parties agree that the Tenant will not—upon execution of this Lease—be obligated to remit a security deposit. However, based on that fact, the parties expressly agree and acknowledge that the—in the event the Tenant causes any damage to the Premises or undertakes any alteration not authorized by this Lease—the Landlord expressly and without limitation reserves its right to commence such actions or proceedings as may be necessary to be reimbursed for said damage or alterations. Moreover, to the extent that the Landlord's efforts to have the prior landlord remit the Tenant's security deposit to it are unsuccessful, the Tenant expressly agrees and acknowledges that—in the event this Lease is terminated—the Landlord shall have NO obligation to remit any security deposit to the Tenant.

The Landlord acknowledges that the Tenant has deposited with the Landlord the sum of _____ **Hundred and 00/100 Dollars (\$ _____ .00)** as and for security for the performance of the Tenant's obligations under this Lease. The Landlord shall deposit the security in a bank in the manner required by law and shall notify the Tenant in writing of the name and address of the bank. Under the law, the Tenant may be entitled to interest on such security deposit. If such is the case, interest will be paid to the Tenant minus the sum the Landlord is permitted to keep as an administration expense under the law.

If the Tenant fails to make any payments of rent or defaults under any of its other obligations under this Lease, the Landlord may use the security in payment of such rent or in payment of any sums the Landlord may be forced to spend because of the Tenant's default. If the Landlord does so use the security, then it shall notify the Tenant in writing of the amount so used, and the Tenant shall immediately forward a like amount to the Landlord. There shall always be deposited with the Landlord a sum not less than the amount originally deposited as security.

If at the end of the Term of this Lease the Tenant has made all payments of rent required and fully complied with all of its other obligations under this Lease, then the Landlord shall return the security to it together with any interest that may be required by law.

If the Landlord sells or leases the building in which the Premises is located, it shall turn over the security to the buyer or tenant. If a receiver is appointed in an action to foreclose a mortgage or other lien on the building, then the Landlord shall turn over the security to the receiver. If the building is sold by a referee in an action to foreclose a mortgage or other lien on the building, then the Landlord shall turn over the security to the buyer. In any such case the Landlord shall notify the Tenant by registered or certified mail of the fact that the security has been so turned over and give the name and address of the party to whom it has been turned over. Once the security is so turned over, the Landlord is no longer responsible to the Tenant for repayment of the security. The party to whom the security is turned over shall be responsible for repayment of the security to the Tenant.

24. Default by Tenant.

If the Tenant shall default in complying with any of the terms, conditions and obligations of this Lease and with the exception of defaults set forth in at §§9 and 16, then the Landlord may give a written notice to Tenant requiring Tenant to cure the default within ten (10) days. If the Tenant fails to cure the default within such 10 day period, then the Landlord may terminate this Lease and evict the Tenant in accordance with the applicable laws of the State of New York and seek payment or judgment for all Monthly Rent arrears and any applicable Late Fee and costs of the action. In the event an eviction proceeding is commenced, said eviction proceeding shall be in addition to any other remedy at law or equity available to the Landlord.

In the event that the Tenant does substantial damage to the Premises, as provided herein at § 9 or undertakes any activity at the Premises for which the Landlord receives a Notice of Public Nuisance, as set forth at §16 herein, the Landlord may immediately undertake action to evict Tenant in accordance with the applicable law.

In the event the Landlord takes action to evict the Tenant via an eviction proceeding or the Tenant is ordered to immediately vacate the Premises via §§9 or 16 of this Agreement, Tenant shall be responsible for the removal of all personal items from the Premises within the time-frame directed. In the event that the Tenant fails to remove any and all personal items from the Premises, Landlord will remove the personal items and store same and, upon said storage, notify the Tenant that personal items are being stored on his/her/their behalf. Landlord shall have the right to charge Tenant for all costs associated with said storage, including, but not limited to: moving expenses, and storage fees. Tenant expressly agree that, upon storage by Landlord, that he/she/they is/are liable for all costs associated with said storage and that Landlord may commence an action or proceeding to collect said costs under any applicable theory of law or equity, which said action/proceeding shall be in addition to any other action/proceeding available to Landlord.

25. Waiver by Landlord or Tenant Limited.

If either the Landlord or Tenant waives or fails to enforce any of their rights under this Lease, it will not mean that any other rights under this lease are waived. Further, if the Landlord or Tenant waives or fails to enforce any of their rights under a specific paragraph of this Lease, such waiver or failure to enforce such rights will be limited to the specific instance in question and will not be a waiver of any later breaches of such paragraph.

26. Waiver of Jury Trial.

The Landlord and Tenant both waive their right to a jury trial in any action or proceeding between them upon or connected with this Lease, either directly or indirectly. However, under the law, either the Landlord or the Tenant may enforce its right to a jury trial in any action for personal injury or property damage.

27. Waiver of Right of Tenant to Assert Counterclaim in Summary Proceedings.

The Tenant agrees that if the Landlord begins summary proceedings to evict the Tenant from the Premises, the Tenant will not file a counterclaim against the Landlord. However, this does not apply if the counterclaim is based on the Landlord's breach of the warranty of habitability under Paragraph 22 of this Lease. In such a case, the Tenant may file a counterclaim.

28. Invalidity or Illegality of Part of Lease.

If any part of this Lease is invalid or illegal, then only that part shall be void and have no effect. All other parts of this lease shall remain in full force and effect.

29. Representations by Landlord.

The Landlord and the Landlord's agents have made no representations or promises except those contained in this Lease. This Lease sets forth the full understanding of the Landlord and the Tenant.

30. Modification or Change of Lease.

The only way in which any of the provisions of this Lease can be changed or modified is by a written agreement signed by both of the Landlord and the Tenant.

31. Persons Bound by Lease.

It is the intent of the Landlord and the Tenant that this Lease shall be binding upon the Landlord and Tenant and upon any parties who may in the future succeed to their interests.

32. Captions for Paragraphs of Lease.

The captions of the various paragraphs of this Lease are for convenience and reference purposes only. They are of no other effect.

BY SIGNING BELOW YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ THE FOREGOING AND UNDERSTAND THE TERMS AND CONDITIONS HEREIN AND AGREE TO BE BOUND SAME.

TENANT:

Dated: _____, 2015

Dated: _____, 2010

Printed Name: _____

Printed Name: _____

LANDLORD: CITY OF ROME, NEW YORK

Dated: _____, 2010

JOSEPH R. FUSCO, JR.,
MAYOR

ORDINANCE NO. 9023

AUTHORIZING MAYOR OF THE CITY OF ROME TO ENTER INTO REHABILITATION
AGREEMENT AND APPROVING THE SALE OF A CITY OWNED PARCEL LOCATED
AT 8280 LINK ROAD

By Councilor _____:

WHEREAS, New York State Real Property Tax Law Section 1166 and Rome Charter Laws, Title A, Section 33(3) allow the City of Rome to sell and convey real property obtained by virtue of a tax foreclosure proceeding, upon approval and confirmation of a five-sevenths (5/7) vote of the Rome Common Council, with or without advertising for bids; and

WHEREAS, certain City owned parcels of land are in need of rehabilitation and the City desires to sell and convey said real property to buyer, and obtain a written guarantee from the buyer that he will perform and accomplish the necessary rehabilitation within the agreed upon time frame of approximately six (6) months from the date said rehabilitation agreement is executed; now, therefore,

BE IT ORDAINED, that the Mayor of the City of Rome is authorized to enter into a Rehabilitation Agreement, prepared and approved by the City of Rome Corporation Counsel and the City of Rome Codes Enforcement Officer, for tax sale property located at 8280 Link Road, Rome, New York, with Salvatore Martelli, for the rehabilitation of said property located at 8280 Link Road, Rome, New York, known as Tax Map No. 204.000-0001-011; and

BE IT FURTHER ORDAINED, by the Common Council of the City of Rome that it approves and confirms the sale and conveyance of tax sale property located at 8280 Link Road, Rome, New York, known as Tax Map No. 204.000-0001-011, for consideration of the performance of a Rehabilitation Agreement for said property, and for the total sum of Nine Thousand and 00/100 Dollars (\$9,000.00), said conveyance to take place following the contingencies hereinafter set forth; and

BE IT FURTHER ORDAINED, that this authorization is contingent upon the execution by the buyer of the Rehabilitation Agreement within thirty (30) days of the adoption of this Ordinance; and

BE IT FURTHER ORDAINED, that subsequent to the execution of the Rehabilitation Agreement, this authorization is further contingent upon the granting of a written certification by the City of Rome Codes Enforcement Officer, stating that he has inspected the property and that the buyer has completed all necessary rehabilitation in the time period required by the agreement; and

BE IT FURTHER ORDAINED, that upon receipt of the written certification from the Codes Enforcement Officer, the Mayor is hereby authorized to execute any and all deeds or other documents necessary to complete the transfer of title of said parcel of land; and

BE IT FURTHER ORDAINED, that this authorization is contingent upon the buyer having completed this transaction by rendering payment in full to the City of Rome within forty-five (45) days following receipt and review of copies of the proposed transfer documents pursuant to this sale; and

BE IT FURTHER ORDAINED, that the real property shall at no point in time be sold, transferred, titled or conveyed to any person who was a record owner and/or mortgagor of the property within the five (5) year period immediately preceding the date on which the property was taken by the City of Rome for non-payment of taxes. If such prohibited conveyance shall be made by any party in the succeeding chain of title, then immediately thereon (a) this conveyance shall become null and void to the buyer, his, her or their successors and/or assigns, and (b) the title to the above premises shall revert back to the City of Rome.

Seconded by Councilor _____.
By Councilor _____

RESOLVED, that the unanimous consent of this Common Council be, and the same hereby is given to the consideration of Ordinance No. 9023

Seconded by Councilor _____

AYES & NAYS: Trifeletti ____ Mortise ____ Rogers ____ Smith ____ Anderson ____
Nash ____ DiMarco ____

ORDINANCE NO. 9023

AYES & NAYS: Trifeletti ____ Mortise ____ Rogers ____ Smith ____ Anderson ____
Nash ____ DiMarco ____

ADOPTED:

DEFEATED:

ORDINANCE NO. 9024

AUTHORIZING MAYOR OF THE CITY OF ROME TO ENTER INTO REHABILITATION
AGREEMENT AND APPROVING THE SALE OF A CITY OWNED PARCEL LOCATED
AT 1817 N. JAMES STREET

By Councilor _____:

WHEREAS, New York State Real Property Tax Law Section 1166 and Rome Charter Laws, Title A, Section 33(3) allow the City of Rome to sell and convey real property obtained by virtue of a tax foreclosure proceeding, upon approval and confirmation of a five-sevenths (5/7) vote of the Rome Common Council, with or without advertising for bids; and

WHEREAS, certain City owned parcels of land are in need of rehabilitation and the City desires to sell and convey said real property to buyer, and obtain a written guarantee from the buyer that he will perform and accomplish the necessary rehabilitation within the agreed upon time frame of approximately nine (9) months from the date said rehabilitation agreement is executed; now, therefore,

BE IT ORDAINED, that the Mayor of the City of Rome is authorized to enter into a Rehabilitation Agreement, prepared and approved by the City of Rome Corporation Counsel and the City of Rome Codes Enforcement Officer, for tax sale property located at 1817 N. James Street, Rome, New York, with Paul & Tracy Rosati, for the rehabilitation of said property located at 1817 N. James Street, Rome, New York, known as Tax Map No. 224.009-0001-031; and

BE IT FURTHER ORDAINED, by the Common Council of the City of Rome that it approves and confirms the sale and conveyance of tax sale property located at 1817 N. James Street, Rome, New York, known as Tax Map No. 224.009-0001-031, for consideration of the performance of a Rehabilitation Agreement for said property, and for the total sum of Thirty Eight Thousand and 00/100 Dollars (\$38,000.00), said conveyance to take place following the contingencies hereinafter set forth; and

BE IT FURTHER ORDAINED, that this authorization is contingent upon the execution by the buyer of the Rehabilitation Agreement within thirty (30) days of the adoption of this Ordinance; and

BE IT FURTHER ORDAINED, that subsequent to the execution of the Rehabilitation Agreement, this authorization is further contingent upon the granting of a written certification by the City of Rome Codes Enforcement Officer, stating that he has inspected the property and that the buyer has completed all necessary rehabilitation in the time period required by the agreement; and

BE IT FURTHER ORDAINED, that upon receipt of the written certification from the Codes Enforcement Officer, the Mayor is hereby authorized to execute any and all deeds or other documents necessary to complete the transfer of title of said parcel of land; and

BE IT FURTHER ORDAINED, that this authorization is contingent upon the buyer having completed this transaction by rendering payment in full to the City of Rome within forty-five (45) days following receipt and review of copies of the proposed transfer documents pursuant to this sale; and

BE IT FURTHER ORDAINED, that the real property shall at no point in time be sold, transferred, titled or conveyed to any person who was a record owner and/or mortgagor of the property within the five (5) year period immediately preceding the date on which the property was taken by the City of Rome for non-payment of taxes. If such prohibited conveyance shall be made by any party in the succeeding chain of title, then immediately thereon (a) this conveyance shall become null and void to the buyer, his, her or their successors and/or assigns, and (b) the title to the above premises shall revert back to the City of Rome.

Seconded by Councilor _____.

By Councilor_____

RESOLVED, that the unanimous consent of this Common Council be, and the same hereby is given to the consideration of Ordinance No. 9024

Seconded by Councilor_____

AYES & NAYS: Trifeletti ____Mortise____Rogers____Smith____Anderson____
Nash ____ DiMarco_____

ORDINANCE NO. 9024

AYES & NAYS: Trifeletti ____Mortise____Rogers____Smith____Anderson____
Nash ____ DiMarco_____

ADOPTED:

DEFEATED:

ORDINANCE NO. 9025

AUTHORIZING MAYOR OF THE CITY OF ROME TO ENTER INTO REHABILITATION
AGREEMENT AND APPROVING THE SALE OF A CITY OWNED PARCEL LOCATED
AT 711 N. JAY STREET

By Councilor _____:

WHEREAS, New York State Real Property Tax Law Section 1166 and Rome Charter Laws, Title A, Section 33(3) allow the City of Rome to sell and convey real property obtained by virtue of a tax foreclosure proceeding, upon approval and confirmation of a five-sevenths (5/7) vote of the Rome Common Council, with or without advertising for bids; and

WHEREAS, certain City owned parcels of land are in need of rehabilitation and the City desires to sell and convey said real property to buyer, and obtain a written guarantee from the buyer that he will perform and accomplish the necessary rehabilitation within the agreed upon time frame of approximately five (5) months from the date said rehabilitation agreement is executed; now, therefore,

BE IT ORDAINED, that the Mayor of the City of Rome is authorized to enter into a Rehabilitation Agreement, prepared and approved by the City of Rome Corporation Counsel and the City of Rome Codes Enforcement Officer, for tax sale property located at 711 N. Jay Street, Rome, New York, with Mark Money, for the rehabilitation of said property located at 711 N. Jay Street, Rome, New York, known as Tax Map No. 223.019-0004-064; and

BE IT FURTHER ORDAINED, by the Common Council of the City of Rome that it approves and confirms the sale and conveyance of tax sale property located at 711 N. Jay Street, Rome, New York, known as Tax Map No. 223.019-0004-064, for consideration of the performance of a Rehabilitation Agreement for said property, and for the total sum of Ten Thousand Eight Hundred Sixty Five and 00/100 Dollars (\$10,865.00), said conveyance to take place following the contingencies hereinafter set forth; and

BE IT FURTHER ORDAINED, that this authorization is contingent upon the execution by the buyer of the Rehabilitation Agreement within thirty (30) days of the adoption of this Ordinance; and

BE IT FURTHER ORDAINED, that subsequent to the execution of the Rehabilitation Agreement, this authorization is further contingent upon the granting of a written certification by the City of Rome Codes Enforcement Officer, stating that he has inspected the property and that the buyer has completed all necessary rehabilitation in the time period required by the agreement; and

BE IT FURTHER ORDAINED, that upon receipt of the written certification from the Codes Enforcement Officer, the Mayor is hereby authorized to execute any and all deeds or other documents necessary to complete the transfer of title of said parcel of land; and

BE IT FURTHER ORDAINED, that this authorization is contingent upon the buyer having completed this transaction by rendering payment in full to the City of Rome within forty-five (45) days following receipt and review of copies of the proposed transfer documents pursuant to this sale; and

BE IT FURTHER ORDAINED, that the real property shall at no point in time be sold, transferred, titled or conveyed to any person who was a record owner and/or mortgagor of the property within the five (5) year period immediately preceding the date on which the property was taken by the City of Rome for non-payment of taxes. If such prohibited conveyance shall be made by any party in the succeeding chain of title, then immediately thereon (a) this conveyance shall become null and void to the buyer, his, her or their successors and/or assigns, and (b) the title to the above premises shall revert back to the City of Rome.

Seconded by Councilor _____.
By Councilor _____

RESOLVED, that the unanimous consent of this Common Council be, and the same hereby is given to the consideration of Ordinance No. 9025

Seconded by Councilor _____

AYES & NAYS: Trifeletti _____ Mortise _____ Rogers _____ Smith _____ Anderson _____
Nash _____ DiMarco _____

ORDINANCE NO. 9025

AYES & NAYS: Trifeletti _____ Mortise _____ Rogers _____ Smith _____ Anderson _____
Nash _____ DiMarco _____

ADOPTED:

DEFEATED:

ORDINANCE NO. 9026

AUTHORIZING MAYOR OF THE CITY OF ROME TO ENTER INTO REHABILITATION
AGREEMENT AND APPROVING THE SALE OF A CITY OWNED PARCEL LOCATED
AT 618 PARRY STREET

By Councilor _____:

WHEREAS, New York State Real Property Tax Law Section 1166 and Rome Charter Laws, Title A, Section 33(3) allow the City of Rome to sell and convey real property obtained by virtue of a tax foreclosure proceeding, upon approval and confirmation of a five-sevenths (5/7) vote of the Rome Common Council, with or without advertising for bids; and

WHEREAS, certain City owned parcels of land are in need of rehabilitation and the City desires to sell and convey said real property to buyer, and obtain a written guarantee from the buyer that he will perform and accomplish the necessary rehabilitation within the agreed upon time frame of approximately twelve (12) months from the date said rehabilitation agreement is executed; now, therefore,

BE IT ORDAINED, that the Mayor of the City of Rome is authorized to enter into a Rehabilitation Agreement, prepared and approved by the City of Rome Corporation Counsel and the City of Rome Codes Enforcement Officer, for tax sale property located at 618 Parry Street, Rome, New York, with Ben Salloum, for the rehabilitation of said property located at 618 Parry Street, Rome, New York, known as Tax Map No. 242.035-0003-029; and

BE IT FURTHER ORDAINED, by the Common Council of the City of Rome that it approves and confirms the sale and conveyance of tax sale property located at 618 Parry Street, Rome, New York, known as Tax Map No. 242.035-0003-029, for consideration of the performance of a Rehabilitation Agreement for said property, and for the total sum of Eight Thousand Three Hundred and 00/100 Dollars (\$8,300.00), said conveyance to take place following the contingencies hereinafter set forth; and

BE IT FURTHER ORDAINED, that this authorization is contingent upon the execution by the buyer of the Rehabilitation Agreement within thirty (30) days of the adoption of this Ordinance; and

BE IT FURTHER ORDAINED, that subsequent to the execution of the Rehabilitation Agreement, this authorization is further contingent upon the granting of a written certification by the City of Rome Codes Enforcement Officer, stating that he has inspected the property and that the buyer has completed all necessary rehabilitation in the time period required by the agreement; and

BE IT FURTHER ORDAINED, that upon receipt of the written certification from the Codes Enforcement Officer, the Mayor is hereby authorized to execute any and all deeds or other documents necessary to complete the transfer of title of said parcel of land; and

BE IT FURTHER ORDAINED, that this authorization is contingent upon the buyer having completed this transaction by rendering payment in full to the City of Rome within forty-five (45) days following receipt and review of copies of the proposed transfer documents pursuant to this sale; and

BE IT FURTHER ORDAINED, that the real property shall at no point in time be sold, transferred, titled or conveyed to any person who was a record owner and/or mortgagor of the property within the five (5) year period immediately preceding the date on which the property was taken by the City of Rome for non-payment of taxes. If such prohibited conveyance shall be made by any party in the succeeding chain of title, then immediately thereon (a) this conveyance shall become null and void to the buyer, his, her or their successors and/or assigns, and (b) the title to the above premises shall revert back to the City of Rome.

Seconded by Councilor _____.

By Councilor_____

RESOLVED, that the unanimous consent of this Common Council be, and the same hereby is given to the consideration of Ordinance No 9026

Seconded by Councilor_____

AYES & NAYS: Trifeletti ____Mortise____Rogers____Smith____Anderson____
Nash ____ DiMarco_____

ORDINANCE NO. 9026

AYES & NAYS: Trifeletti ____Mortise____Rogers____Smith____Anderson____
Nash ____ DiMarco_____

ADOPTED:

DEFEATED:

ORDINANCE NO. 9027

AUTHORIZING MAYOR OF THE CITY OF ROME TO ENTER INTO REHABILITATION
AGREEMENT AND APPROVING THE SALE OF A CITY OWNED PARCEL LOCATED
AT 807 ELM STREET

By Councilor _____:

WHEREAS, New York State Real Property Tax Law Section 1166 and Rome Charter Laws, Title A, Section 33(3) allow the City of Rome to sell and convey real property obtained by virtue of a tax foreclosure proceeding, upon approval and confirmation of a five-sevenths (5/7) vote of the Rome Common Council, with or without advertising for bids; and

WHEREAS, certain City owned parcels of land are in need of rehabilitation and the City desires to sell and convey said real property to buyer, and obtain a written guarantee from the buyer that he will perform and accomplish the necessary rehabilitation within the agreed upon time frame of approximately two (2) months from the date said rehabilitation agreement is executed; now, therefore,

BE IT ORDAINED, that the Mayor of the City of Rome is authorized to enter into a Rehabilitation Agreement, prepared and approved by the City of Rome Corporation Counsel and the City of Rome Codes Enforcement Officer, for tax sale property located at 807 Elm Street, Rome, New York, with Adam Vienneau, for the rehabilitation of said property located at 807 Elm Street, Rome, New York, known as Tax Map No. 223.019-0001-008; and

BE IT FURTHER ORDAINED, by the Common Council of the City of Rome that it approves and confirms the sale and conveyance of tax sale property located at 807 Elm Street, Rome, New York, known as Tax Map No. 223.019-0001-008, for consideration of the performance of a Rehabilitation Agreement for said property, and for the total sum of Fourteen Thousand and 00/100 Dollars (\$14,000.00), said conveyance to take place following the contingencies hereinafter set forth; and

BE IT FURTHER ORDAINED, that this authorization is contingent upon the execution by the buyer of the Rehabilitation Agreement within thirty (30) days of the adoption of this Ordinance; and

BE IT FURTHER ORDAINED, that subsequent to the execution of the Rehabilitation Agreement, this authorization is further contingent upon the granting of a written certification by the City of Rome Codes Enforcement Officer, stating that he has inspected the property and that the buyer has completed all necessary rehabilitation in the time period required by the agreement; and

BE IT FURTHER ORDAINED, that upon receipt of the written certification from the Codes Enforcement Officer, the Mayor is hereby authorized to execute any and all deeds or other documents necessary to complete the transfer of title of said parcel of land; and

BE IT FURTHER ORDAINED, that this authorization is contingent upon the buyer having completed this transaction by rendering payment in full to the City of Rome within forty-five (45) days following receipt and review of copies of the proposed transfer documents pursuant to this sale; and

BE IT FURTHER ORDAINED, that the real property shall at no point in time be sold, transferred, titled or conveyed to any person who was a record owner and/or mortgagor of the property within the five (5) year period immediately preceding the date on which the property was taken by the City of Rome for non-payment of taxes. If such prohibited conveyance shall be made by any party in the succeeding chain of title, then immediately thereon (a) this conveyance shall become null and void to the buyer, his, her or their successors and/or assigns, and (b) the title to the above premises shall revert back to the City of Rome.

Seconded by Councilor _____.
By Councilor _____

RESOLVED, that the unanimous consent of this Common Council be, and the same hereby is given to the consideration of Ordinance No. 9027

Seconded by Councilor _____

AYES & NAYS: Trifeletti _____ Mortise _____ Rogers _____ Smith _____ Anderson _____
Nash _____ DiMarco _____

ORDINANCE NO. 9027

AYES & NAYS: Trifeletti _____ Mortise _____ Rogers _____ Smith _____ Anderson _____
Nash _____ DiMarco _____

ADOPTED:

DEFEATED:

ORDINANCE NO. 9028

AUTHORIZING MAYOR OF THE CITY OF ROME TO ENTER INTO REHABILITATION
AGREEMENT AND APPROVING THE SALE OF A CITY OWNED PARCEL LOCATED
AT 721 W. DOMINICK STREET

By Councilor _____:

WHEREAS, New York State Real Property Tax Law Section 1166 and Rome Charter Laws, Title A, Section 33(3) allow the City of Rome to sell and convey real property obtained by virtue of a tax foreclosure proceeding, upon approval and confirmation of a five-sevenths (5/7) vote of the Rome Common Council, with or without advertising for bids; and

WHEREAS, certain City owned parcels of land are in need of rehabilitation and the City desires to sell and convey said real property to buyer, and obtain a written guarantee from the buyer that he will perform and accomplish the necessary rehabilitation within the agreed upon time frame of approximately six (6) months from the date said rehabilitation agreement is executed; now, therefore,

BE IT ORDAINED, that the Mayor of the City of Rome is authorized to enter into a Rehabilitation Agreement, prepared and approved by the City of Rome Corporation Counsel and the City of Rome Codes Enforcement Officer, for tax sale property located at 721 W. Dominick Street, Rome, New York, with Brian McGowan, for the rehabilitation of said property located at 721 W. Dominick Street, Rome, New York, known as Tax Map No. 242.006-0005-020; and

BE IT FURTHER ORDAINED, by the Common Council of the City of Rome that it approves and confirms the sale and conveyance of tax sale property located at 721 W. Dominick Street, Rome, New York, known as Tax Map No. 242.006-0005-020, for consideration of the performance of a Rehabilitation Agreement for said property, and for the total sum of Twelve Thousand Four Hundred Fifty-five and 00/100 Dollars (\$12,455.00), said conveyance to take place following the contingencies hereinafter set forth; and

BE IT FURTHER ORDAINED, that this authorization is contingent upon the execution by the buyer of the Rehabilitation Agreement within thirty (30) days of the adoption of this Ordinance; and

BE IT FURTHER ORDAINED, that subsequent to the execution of the Rehabilitation Agreement, this authorization is further contingent upon the granting of a written certification by the City of Rome Codes Enforcement Officer, stating that he has inspected the property and that the buyer has completed all necessary rehabilitation in the time period required by the agreement; and

BE IT FURTHER ORDAINED, that upon receipt of the written certification from the Codes Enforcement Officer, the Mayor is hereby authorized to execute any and all deeds or other documents necessary to complete the transfer of title of said parcel of land; and

BE IT FURTHER ORDAINED, that this authorization is contingent upon the buyer having completed this transaction by rendering payment in full to the City of Rome within forty-five (45) days following receipt and review of copies of the proposed transfer documents pursuant to this sale; and

BE IT FURTHER ORDAINED, that the real property shall at no point in time be sold, transferred, titled or conveyed to any person who was a record owner and/or mortgagor of the property within the five (5) year period immediately preceding the date on which the property was taken by the City of Rome for non-payment of taxes. If such prohibited conveyance shall be made by any party in the succeeding chain of title, then immediately thereon (a) this conveyance shall become null and void to the buyer, his, her or their successors and/or assigns, and (b) the title to the above premises shall revert back to the City of Rome.

Seconded by Councilor _____.
By Councilor _____

RESOLVED, that the unanimous consent of this Common Council be, and the same hereby is given to the consideration of Ordinance No. 9028

Seconded by Councilor _____

AYES & NAYS: Trifeletti _____ Mortise _____ Rogers _____ Smith _____ Anderson _____
Nash _____ DiMarco _____

ORDINANCE NO. 9028

AYES & NAYS: Trifeletti _____ Mortise _____ Rogers _____ Smith _____ Anderson _____
Nash _____ DiMarco _____

ADOPTED:

DEFEATED:

ORDINANCE NO. 9029

AUTHORIZING MAYOR OF THE CITY OF ROME TO ENTER INTO REHABILITATION
AGREEMENT AND APPROVING THE SALE OF A CITY OWNED PARCEL LOCATED
AT 729 CALVERT STREET

By Councilor _____:

WHEREAS, New York State Real Property Tax Law Section 1166 and Rome Charter Laws, Title A, Section 33(3) allow the City of Rome to sell and convey real property obtained by virtue of a tax foreclosure proceeding, upon approval and confirmation of a five-sevenths (5/7) vote of the Rome Common Council, with or without advertising for bids; and

WHEREAS, certain City owned parcels of land are in need of rehabilitation and the City desires to sell and convey said real property to buyer, and obtain a written guarantee from the buyer that he will perform and accomplish the necessary rehabilitation within the agreed upon time frame of approximately six (6) months from the date said rehabilitation agreement is executed; now, therefore,

BE IT ORDAINED, that the Mayor of the City of Rome is authorized to enter into a Rehabilitation Agreement, prepared and approved by the City of Rome Corporation Counsel and the City of Rome Codes Enforcement Officer, for tax sale property located at 729 Calvert Street, Rome, New York, with Teresa Coss, for the rehabilitation of said property located at 729 Calvert Street, Rome, New York, known as Tax Map No. 242.006-0005-073; and

BE IT FURTHER ORDAINED, by the Common Council of the City of Rome that it approves and confirms the sale and conveyance of tax sale property located at 729 Calvert Street, Rome, New York, known as Tax Map No. 242.006-0005-073, for consideration of the performance of a Rehabilitation Agreement for said property, and for the total sum of Three Thousand and 00/100 Dollars (\$3,000.00), said conveyance to take place following the contingencies hereinafter set forth; and

BE IT FURTHER ORDAINED, that this authorization is contingent upon the execution by the buyer of the Rehabilitation Agreement within thirty (30) days of the adoption of this Ordinance; and

BE IT FURTHER ORDAINED, that subsequent to the execution of the Rehabilitation Agreement, this authorization is further contingent upon the granting of a written certification by the City of Rome Codes Enforcement Officer, stating that he has inspected the property and that the buyer has completed all necessary rehabilitation in the time period required by the agreement; and

BE IT FURTHER ORDAINED, that upon receipt of the written certification from the Codes Enforcement Officer, the Mayor is hereby authorized to execute any and all deeds or other documents necessary to complete the transfer of title of said parcel of land; and

BE IT FURTHER ORDAINED, that this authorization is contingent upon the buyer having completed this transaction by rendering payment in full to the City of Rome within forty-five (45) days following receipt and review of copies of the proposed transfer documents pursuant to this sale; and

BE IT FURTHER ORDAINED, that the real property shall at no point in time be sold, transferred, titled or conveyed to any person who was a record owner and/or mortgagor of the property within the five (5) year period immediately preceding the date on which the property was taken by the City of Rome for non-payment of taxes. If such prohibited conveyance shall be made by any party in the succeeding chain of title, then immediately thereon (a) this conveyance shall become null and void to the buyer, his, her or their successors and/or assigns, and (b) the title to the above premises shall revert back to the City of Rome.

Seconded by Councilor _____.
By Councilor _____

RESOLVED, that the unanimous consent of this Common Council be, and the same hereby is given to the consideration of Ordinance No. 9029

Seconded by Councilor _____

AYES & NAYS: Trifeletti _____ Mortise _____ Rogers _____ Smith _____ Anderson _____
Nash _____ DiMarco _____

ORDINANCE NO. 9029

AYES & NAYS: Trifeletti _____ Mortise _____ Rogers _____ Smith _____ Anderson _____
Nash _____ DiMarco _____

ADOPTED:

DEFEATED:

COMMON COUNCIL

AUGUST 26, 2015

ORDINANCE NO. 9030

AUTHORIZING MAYOR OF THE CITY OF ROME TO ENTER INTO REHABILITATION
AGREEMENT AND APPROVING THE SALE OF A CITY OWNED PARCEL LOCATED
AT 203 N. GEORGE STREET

By Councilor _____:

WHEREAS, New York State Real Property Tax Law Section 1166 and Rome Charter Laws, Title A, Section 33(3) allow the City of Rome to sell and convey real property obtained by virtue of a tax foreclosure proceeding, upon approval and confirmation of a five-sevenths (5/7) vote of the Rome Common Council, with or without advertising for bids; and

WHEREAS, certain City owned parcels of land are in need of rehabilitation and the City desires to sell and convey said real property to buyer, and obtain a written guarantee from the buyer that he will perform and accomplish the necessary rehabilitation within the agreed upon time frame of approximately one (1) months from the date said rehabilitation agreement is executed; now, therefore,

BE IT ORDAINED, that the Mayor of the City of Rome is authorized to enter into a Rehabilitation Agreement, prepared and approved by the City of Rome Corporation Counsel and the City of Rome Codes Enforcement Officer, for tax sale property located at 203 N. George Street, Rome, New York, with Luann Boone-Isherwood, for the rehabilitation of said property located at 203 N. George Street, Rome, New York, known as Tax Map No. 242.041-0003-024; and

BE IT FURTHER ORDAINED, by the Common Council of the City of Rome that it approves and confirms the sale and conveyance of tax sale property located at 203 N. George Street, Rome, New York, known as Tax Map No. 242.041-0003-024, for consideration of the performance of a Rehabilitation Agreement for said property, and for the total sum of Seven Thousand Five Hundred and 00/100 Dollars (\$7,500.00), said conveyance to take place following the contingencies hereinafter set forth; and

BE IT FURTHER ORDAINED, that this authorization is contingent upon the execution by the buyer of the Rehabilitation Agreement within thirty (30) days of the adoption of this Ordinance; and

BE IT FURTHER ORDAINED, that subsequent to the execution of the Rehabilitation Agreement, this authorization is further contingent upon the granting of a written certification by the City of Rome Codes Enforcement Officer, stating that he has inspected the property and that the buyer has completed all necessary rehabilitation in the time period required by the agreement; and

BE IT FURTHER ORDAINED, that upon receipt of the written certification from the Codes Enforcement Officer, the Mayor is hereby authorized to execute any and all deeds or other documents necessary to complete the transfer of title of said parcel of land; and

BE IT FURTHER ORDAINED, that this authorization is contingent upon the buyer having completed this transaction by rendering payment in full to the City of Rome within forty-five (45) days following receipt and review of copies of the proposed transfer documents pursuant to this sale; and

BE IT FURTHER ORDAINED, that the real property shall at no point in time be sold, transferred, titled or conveyed to any person who was a record owner and/or mortgagor of the property within the five (5) year period immediately preceding the date on which the property was taken by the City of Rome for non-payment of taxes. If such prohibited conveyance shall be made by any party in the succeeding chain of title, then immediately thereon (a) this conveyance shall become null and void to the buyer, his, her or their successors and/or assigns, and (b) the title to the above premises shall revert back to the City of Rome.

Seconded by Councilor _____.
By Councilor _____

RESOLVED, that the unanimous consent of this Common Council be, and the same hereby is given to the consideration of Ordinance No. 9030

Seconded by Councilor _____

AYES & NAYS: Trifeletti _____ Mortise _____ Rogers _____ Smith _____ Anderson _____
Nash _____ DiMarco _____

ORDINANCE NO. 9030

AYES & NAYS: Trifeletti _____ Mortise _____ Rogers _____ Smith _____ Anderson _____
Nash _____ DiMarco _____

ADOPTED:

DEFEATED:

ORDINANCE NO. 9031

AUTHORIZING MAYOR OF THE CITY OF ROME TO ENTER INTO REHABILITATION
AGREEMENT AND APPROVING THE SALE OF A CITY OWNED PARCEL LOCATED
AT 514 N. MADISON STREET

By Councilor _____:

WHEREAS, New York State Real Property Tax Law Section 1166 and Rome Charter Laws, Title A, Section 33(3) allow the City of Rome to sell and convey real property obtained by virtue of a tax foreclosure proceeding, upon approval and confirmation of a five-sevenths (5/7) vote of the Rome Common Council, with or without advertising for bids; and

WHEREAS, certain City owned parcels of land are in need of rehabilitation and the City desires to sell and convey said real property to buyer, and obtain a written guarantee from the buyer that he will perform and accomplish the necessary rehabilitation within the agreed upon time frame of approximately twelve (12) months from the date said rehabilitation agreement is executed; now, therefore,

BE IT ORDAINED, that the Mayor of the City of Rome is authorized to enter into a Rehabilitation Agreement, prepared and approved by the City of Rome Corporation Counsel and the City of Rome Codes Enforcement Officer, for tax sale property located at 514 N. Madison Street, Rome, New York, with Ben Salloum, for the rehabilitation of said property located at 514 N. Madison, Rome, New York, known as Tax Map No. 242.026-0001-056; and

BE IT FURTHER ORDAINED, by the Common Council of the City of Rome that it approves and confirms the sale and conveyance of tax sale property located at 514 N. Madison Street, Rome, New York, known as Tax Map No. 242.026-0001-056, for consideration of the performance of a Rehabilitation Agreement for said property, and for the total sum of Five Thousand Six Hundred and 00/100 Dollars (\$5,600.00), said conveyance to take place following the contingencies hereinafter set forth; and

BE IT FURTHER ORDAINED, that this authorization is contingent upon the execution by the buyer of the Rehabilitation Agreement within thirty (30) days of the adoption of this Ordinance; and

BE IT FURTHER ORDAINED, that subsequent to the execution of the Rehabilitation Agreement, this authorization is further contingent upon the granting of a written certification by the City of Rome Codes Enforcement Officer, stating that he has inspected the property and that the buyer has completed all necessary rehabilitation in the time period required by the agreement; and

BE IT FURTHER ORDAINED, that upon receipt of the written certification from the Codes Enforcement Officer, the Mayor is hereby authorized to execute any and all deeds or other documents necessary to complete the transfer of title of said parcel of land; and

BE IT FURTHER ORDAINED, that this authorization is contingent upon the buyer having completed this transaction by rendering payment in full to the City of Rome within forty-five (45) days following receipt and review of copies of the proposed transfer documents pursuant to this sale; and

BE IT FURTHER ORDAINED, that the real property shall at no point in time be sold, transferred, titled or conveyed to any person who was a record owner and/or mortgagor of the property within the five (5) year period immediately preceding the date on which the property was taken by the City of Rome for non-payment of taxes. If such prohibited conveyance shall be made by any party in the succeeding chain of title, then immediately thereon (a) this conveyance shall become null and void to the buyer, his, her or their successors and/or assigns, and (b) the title to the above premises shall revert back to the City of Rome.

Seconded by Councilor _____.
By Councilor _____

RESOLVED, that the unanimous consent of this Common Council be, and the same hereby is given to the consideration of Ordinance No. 9031

Seconded by Councilor _____

AYES & NAYS: Trifeletti ____ Mortise ____ Rogers ____ Smith ____ Anderson ____
Nash ____ DiMarco ____

ORDINANCE NO. 9031

AYES & NAYS: Trifeletti ____ Mortise ____ Rogers ____ Smith ____ Anderson ____
Nash ____ DiMarco ____

ADOPTED:

DEFEATED:

ORDINANCE NO. 9032

AUTHORIZING MAYOR OF THE CITY OF ROME TO ENTER INTO REHABILITATION
AGREEMENT AND APPROVING THE SALE OF A CITY OWNED PARCEL LOCATED
AT 215 KOSSUTH STREET

By Councilor _____:

WHEREAS, New York State Real Property Tax Law Section 1166 and Rome Charter Laws, Title A, Section 33(3) allow the City of Rome to sell and convey real property obtained by virtue of a tax foreclosure proceeding, upon approval and confirmation of a five-sevenths (5/7) vote of the Rome Common Council, with or without advertising for bids; and

WHEREAS, certain City owned parcels of land are in need of rehabilitation and the City desires to sell and convey said real property to buyer, and obtain a written guarantee from the buyer that he will perform and accomplish the necessary rehabilitation within the agreed upon time frame of approximately six (6) months from the date said rehabilitation agreement is executed; now, therefore,

BE IT ORDAINED, that the Mayor of the City of Rome is authorized to enter into a Rehabilitation Agreement, prepared and approved by the City of Rome Corporation Counsel and the City of Rome Codes Enforcement Officer, for tax sale property located at 215 Kossuth Street, Rome, New York, with Jeff Mower, for the rehabilitation of said property located at 215 Kossuth Street, Rome, New York, known as Tax Map No. 242.006-0003-043; and

BE IT FURTHER ORDAINED, by the Common Council of the City of Rome that it approves and confirms the sale and conveyance of tax sale property located at 215 Kossuth Street, Rome, New York, known as Tax Map No. 242.006-0003-043, for consideration of the performance of a Rehabilitation Agreement for said property, and for the total sum of Four Thousand Two Hundred and 00/100 Dollars (\$4,200.00), said conveyance to take place following the contingencies hereinafter set forth; and

BE IT FURTHER ORDAINED, that this authorization is contingent upon the execution by the buyer of the Rehabilitation Agreement within thirty (30) days of the adoption of this Ordinance; and

BE IT FURTHER ORDAINED, that subsequent to the execution of the Rehabilitation Agreement, this authorization is further contingent upon the granting of a written certification by the City of Rome Codes Enforcement Officer, stating that he has inspected the property and that the buyer has completed all necessary rehabilitation in the time period required by the agreement; and

BE IT FURTHER ORDAINED, that upon receipt of the written certification from the Codes Enforcement Officer, the Mayor is hereby authorized to execute any and all deeds or other documents necessary to complete the transfer of title of said parcel of land; and

BE IT FURTHER ORDAINED, that this authorization is contingent upon the buyer having completed this transaction by rendering payment in full to the City of Rome within forty-five (45) days following receipt and review of copies of the proposed transfer documents pursuant to this sale; and

BE IT FURTHER ORDAINED, that the real property shall at no point in time be sold, transferred, titled or conveyed to any person who was a record owner and/or mortgagor of the property within the five (5) year period immediately preceding the date on which the property was taken by the City of Rome for non-payment of taxes. If such prohibited conveyance shall be made by any party in the succeeding chain of title, then immediately thereon (a) this conveyance shall become null and void to the buyer, his, her or their successors and/or assigns, and (b) the title to the above premises shall revert back to the City of Rome.

Seconded by Councilor _____.
By Councilor _____

RESOLVED, that the unanimous consent of this Common Council be, and the same hereby is given to the consideration of Ordinance No. 9032

Seconded by Councilor _____

AYES & NAYS: Trifeletti ____ Mortise ____ Rogers ____ Smith ____ Anderson ____
Nash ____ DiMarco ____

ORDINANCE NO. 9032

AYES & NAYS: Trifeletti ____ Mortise ____ Rogers ____ Smith ____ Anderson ____
Nash ____ DiMarco ____

ADOPTED:

DEFEATED:

ORDINANCE NO. 9033

AUTHORIZING MAYOR OF THE CITY OF ROME TO APPROVE
THE SALE OF CITY OWNED PARCEL (739 CAMP STREET)
TO BUYER.

By Councilor _____:

WHEREAS, New York State Real Property Tax Law Section 1166 and Rome Charter Laws Section 33(3) allow the City of Rome to sell and convey real property obtained by virtue of a tax foreclosure proceeding, upon approval and confirmation of a 5/7 vote of the Rome Common Council, with or without advertising for bids, and;

WHEREAS, as a result of tax sale, certain city owned parcels of land are in the City's possession and the City desires to sell and convey said real property to a responsible buyer, now, therefore;

BE IT ORDAINED, that the Mayor of the City of Rome is authorized to convey certain parcels of land with the buyer listed in Exhibit A for the sale of the real property listed in Exhibit A, and;

BE IT FURTHER ORDAINED, by the Common Council of the City of Rome that it approves and confirms the sale and conveyance of the real property listed in Exhibit A to the buyer listed in Exhibit A for the monetary consideration listed in Exhibit A, said conveyance to take place following the contingencies hereinafter set forth, and;

BE IT FURTHER ORDAINED, that this authorization is contingent upon the buyer having completed this transaction by rendering any payment in full to the City of Rome within forty-five (45) days following receipt and review of copies of the proposed transfer documents pursuant to this sale.

Seconded by Councilor _____.

By Councilor _____

RESOLVED, that the unanimous consent of this Common Council be, and the same hereby is given to the consideration of Ordinance No. 9033

Seconded by Councilor _____

AYES & NAYS: Trifeletti ____ Mortise ____ Rogers ____ Smith ____ Anderson ____
Nash ____ DiMarco ____

ORDINANCE NO. 9033

AYES & NAYS: Trifeletti ____ Mortise ____ Rogers ____ Smith ____ Anderson ____
Nash ____ DiMarco ____

ADOPTED:

DEFEATED:

EXHIBIT "A"

TAX MAP NO: 242.006-0006-054

PROPERTY ADDRESS: 739 Camp Street

CONSIDERATION: \$750.00

BUYER: Nicolas Scholl

ORDINANCE NO. 9034

AUTHORIZING MAYOR OF THE CITY OF ROME TO APPROVE
THE SALE OF CITY OWNED PARCEL (304 SAM STREET)
TO BUYER.

By Councilor _____:

WHEREAS, New York State Real Property Tax Law Section 1166 and Rome Charter Laws Section 33(3) allow the City of Rome to sell and convey real property obtained by virtue of a tax foreclosure proceeding, upon approval and confirmation of a 5/7 vote of the Rome Common Council, with or without advertising for bids, and;

WHEREAS, as a result of tax sale, certain city owned parcels of land are in the City's possession and the City desires to sell and convey said real property to a responsible buyer, now, therefore;

BE IT ORDAINED, that the Mayor of the City of Rome is authorized to convey certain parcels of land with the buyer listed in Exhibit A for the sale of the real property listed in Exhibit A, and;

BE IT FURTHER ORDAINED, by the Common Council of the City of Rome that it approves and confirms the sale and conveyance of the real property listed in Exhibit A to the buyer listed in Exhibit A for the monetary consideration listed in Exhibit A, said conveyance to take place following the contingencies hereinafter set forth, and;

BE IT FURTHER ORDAINED, that this authorization is contingent upon the buyer having completed this transaction by rendering any payment in full to the City of Rome within forty-five (45) days following receipt and review of copies of the proposed transfer documents pursuant to this sale.

Seconded by Councilor _____.

By Councilor _____

RESOLVED, that the unanimous consent of this Common Council be, and the same hereby is given to the consideration of Ordinance No. 9034

Seconded by Councilor _____

AYES & NAYS: Trifeletti ____ Mortise ____ Rogers ____ Smith ____ Anderson ____
Nash ____ DiMarco ____

ORDINANCE NO. 9034

AYES & NAYS: Trifeletti ____ Mortise ____ Rogers ____ Smith ____ Anderson ____
Nash ____ DiMarco ____

ADOPTED:

DEFEATED:

EXHIBIT "A"

TAX MAP NO: 242.006-0002-013.001

PROPERTY ADDRESS: 304 Sam Street

CONSIDERATION: \$28,700.00

BUYER: Yvonne Walesman

ORDINANCE NO. 9035

AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$9,500,000
REFUNDING BONDS OF THE CITY OF ROME, ONEIDA COUNTY, NEW
YORK, TO REFUND CERTAIN OUTSTANDING SERIAL BONDS OF THE
CITY, AND PROVIDING FOR OTHER MATTERS IN CONNECTION
THEREWITH.

By Councilor _____:

WHEREAS, the City of Rome, Oneida County, New York (herein called the "City") is considering refunding a portion of the outstanding amount of its \$13,415,877 original principal amount Public Improvement (Serial) Bonds, Series 2011 (the "Series 2011 Bonds") maturing on and after August 1, 2018 (the "Outstanding Bonds") more particularly described on Exhibit A attached hereto; and

WHEREAS, the Series 2011 Bonds maturing on and after August 1, 2018 are now outstanding in the aggregate principal amount of \$8,775,000, and the Outstanding Bonds mature on such dates each year in the principal amounts, and bear interest payable on such dates in each year, as set forth in Exhibit A attached hereto; and

WHEREAS, Section 90.10(b)(2) of the Local Finance Law permits the City to refund the outstanding unredeemed maturities of the Outstanding Bonds by the issuance of new bonds, the issuance of which will result in present value savings for the City.

WHEREAS, the Common Council of the City deems it in the public interest to refund the Outstanding Bonds by the issuance of refunding bonds pursuant to the Local Finance Law, and now desires to authorize the issuance of refunding bonds to refund the Outstanding Bonds.

NOW, THEREFORE, BE IT ORDAINED BY THE AFFIRMATIVE VOTE OF NOT LESS THAN TWO-THIRDS OF THE TOTAL VOTING STRENGTH OF THE COMMON COUNCIL OF THE CITY OF ROME, ONEIDA COUNTY, NEW YORK, AS FOLLOWS:

Section 1. The Common Council of the City hereby authorizes to be issued refunding bonds of the City in an aggregate principal amount not to exceed \$9,500,000 (the "Refunding Bonds") pursuant to Section 90.10 of the Local Finance Law, it being anticipated that the amount of Refunding Bonds actually to be issued will be approximately \$8,990,000 as provided in Section 6 hereof. The Refunding Bonds shall be designated "PUBLIC IMPROVEMENT (REFUNDING) BONDS, SERIES 2015". The Refunding Bonds may be issued to refund all, or any portion, of the Outstanding Bonds and may be issued as serial bonds and/or term bonds, and the authority to determine whether serial bonds or term bonds, or a combination of serial bonds and term bonds shall be issued is hereby delegated to the City Treasurer, the chief fiscal officer of the City.

Section 2. The plan of financing the refunding of the Outstanding Bonds includes the issuance of the Refunding Bonds and the levy and collection of a tax upon all the taxable real

property within the City to pay the principal of and interest on the Refunding Bonds as the same shall become due and payable. The proposed financial plan for the refunding in the form attached hereto as Exhibit B (the "Refunding Financial Plan") is hereby accepted and approved. The City Treasurer, the chief fiscal officer of the City, is hereby authorized to approve all details of the Refunding Financial Plan not contained herein. The Refunding Financial Plan includes (1) the deposit of all the proceeds of the Refunding Bonds with an escrow holder pursuant to an escrow contract as authorized in Section 13 hereof, (2) the payment of all costs incurred by the City in connection with the refunding, and (3) the investment of a portion of such proceeds by the escrow holder in certain obligations, the principal of and interest thereon, together with the balance of such proceeds to be held uninvested, shall be sufficient to pay (a) the principal of and interest on the Outstanding Bonds becoming due and payable on and prior to the redemption date of each Respective Series as described on Exhibit A (each such date being referred to as a "Redemption Date" and all such dates being collectively referred to as the "Redemption Dates") and (b) the principal of, premium if any, and interest on the Outstanding Bonds becoming due and payable on the Redemption Date.

Section 3. The principal amount of the Refunding Bonds will not exceed the principal amount of the Outstanding Bonds plus the aggregate amount of unmatured interest payable on the Outstanding Bonds to and including the applicable Redemption Date of each Respective Series, plus redemption premiums payable on the applicable Respective Series as of such Redemption Date, plus costs and expenses incidental to the issuance of the Refunding Bonds, including the development of the Refunding Financial Plan, and of executing and performing the terms and conditions of the Escrow Contract and all fees and charges of the Escrow Holder as referred to in Section 13 hereof.

Section 4. The maximum period of probable usefulness ("PPU") permitted pursuant to Section 11.00 of the Local Finance Law at the time of issuance of the Outstanding Bonds is set forth in Exhibit A. The Refunding Bonds will mature not later than the expiration of the PPU of each of the objects or purposes, or classes of objects or purposes, for which the Outstanding Bonds were issued, in accordance with the Local Finance Law.

Section 5. It is hereby determined that:

(a) The maximum amount of the Refunding Bonds authorized to be issued pursuant to this resolution does not exceed the limitation imposed by subdivision 1 of paragraph b of Section 90.10 of the Local Finance Law;

(b) The maximum PPU permitted by the Local Finance Law at the time of the issuance of the Outstanding Bonds, for each of the objects or purposes, or classes of objects or purposes, for which the Outstanding Bonds were issued is as shown upon Exhibit A;

(c) the last installment of the Refunding Bonds will mature not later than the expiration of the PPU of each of the objects or purposes, or classes of objects or purposes, for which the Outstanding Bonds were issued in accordance with the provisions of subdivision 1 of paragraph c of Section 90.10 of the Local Finance Law; and

(d) The estimated present value of the total debt service savings anticipated as a result of issuance of the Refunding Bonds, computed in accordance with the provisions of subdivision

2 of paragraph b of Section 90.10 of the Local Finance Law, with regard to each of the Respective Series of the Outstanding Bonds, as shown in the Refunding Financial Plan.

Section 6. The Refunding Financial Plan has been prepared based upon the assumption that the Refunding Bonds will be issued in the aggregate principal amount of \$8,990,000, in a single series, to refund all of the Outstanding Bonds, will mature, be of such terms, and bear such interest, all as set forth therein. The Common Council of the City recognizes that the Refunding Bonds may be issued in multiple series, and for only one or more of the Outstanding Bonds, or portions thereof, that the principal amount of the Refunding Bonds, the provisions, if any, for the redemption thereof prior to maturity, and the resulting present value savings, may vary from that attached as Exhibit B. The City Treasurer is hereby authorized and directed to determine the amount of Refunding Bonds to be issued, which of the Outstanding Bonds will be refunded and at what time, the date of such Refunding Bonds and the date of issue, maturity and terms thereof, the provisions relating to the redemption of Refunding Bonds prior to maturity, if any, whether the Refunding Bonds shall be sold at a discount in the manner authorized by paragraph (e) of Section 57.00 of the Local Finance Law, and the other matters relating to the Refunding Bonds referred to in Section 9 of this resolution.

Section 7. (a) The Refunding Bonds shall be sold at private sale, and the City Treasurer, the chief fiscal officer of the City, is hereby authorized to execute a purchase contract on behalf of the City for the sale of the Refunding Bonds, provided (1) the terms and conditions of such sale shall be approved by the State Comptroller, and (2) not later than ten (10) days after delivery of the Refunding Bonds the City Treasurer shall file with the Common Council of the City a certificate determining the details of the Refunding Bonds and the final Refunding Financial Plan; (b) the City hereby authorizes the preparation of an Official Statement and approves its use in connection with the sale of the Refunding Bonds, and further authorizes the distribution of a Preliminary Official Statement before the Official Statement is executed and available for distribution; and (c) the City Treasurer and his or her designees are hereby authorized and directed to take any and all actions necessary to accomplish the refunding, and the City Treasurer is hereby authorized to execute any contracts and agreements for the purchase of and payment for services rendered or to be rendered to the City in connection with the refunding.

Section 8. The Refunding Bonds authorized by this resolution shall contain the recital required by Section 90.10(j)(4) of the Local Finance Law and the recital of validity prescribed by Section 52.00 of the Local Finance Law, and the Refunding Bonds shall be general obligations of the City payable as to both principal and interest by a general tax upon all the taxable real property within the City without limitation as to rate or amount. The faith and credit of the City are hereby irrevocably pledged to the punctual payment of the principal of and interest on the Refunding Bonds and provision shall be made annually in the budget of the City for (a) the amortization and redemption of the Refunding Bonds to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 9. Subject to the provisions of this resolution and of the Local Finance Law, and pursuant to the provisions of Section 21.00 of the Local Finance Law with respect to the issuance of bonds having substantially level or declining annual debt service, and Sections 50.00, 56.00 to 60.00, 90.10 and 168.00 of the Local Finance Law, the Common Council of the City hereby delegates to the City Treasurer, as chief fiscal officer of the City, (1) the power to prescribe the terms, form and content of the Refunding Bonds and the final Refunding Financial Plan, (2) the

power to sell and deliver the Refunding Bonds, (3) the power to issue the Refunding Bonds providing for substantially level or declining annual debt service, (4) the power to enter into any agreements for bond insurance or credit enhancements for the Refunding Bonds, (5) the power to enter into an agreement or agreements with one or more banks or trust companies to act as the fiscal agent for the City in connection with the Refunding Bonds, (6) the power to execute on behalf of the City the Escrow Contract described in Section 13 and the Official Statement referred to in Section 7, and (7) the authority to take such other actions, and to execute and deliver on behalf of the City such instruments, agreements and other documents, as the Common Council of the City, in his or her discretion, deems necessary or appropriate to carry out the refunding of the Outstanding Bonds in accordance with the intent of this resolution.

Section 10. The Refunding Bonds may be subject to redemption prior to maturity upon such terms as the City Treasurer shall prescribe, which terms shall be in compliance with the requirements of Section 53.00 (b) of the Local Finance Law. If less than all of the Refunding Bonds of any maturity are to be redeemed, the particular Refunding Bonds of such maturity to be redeemed shall be selected by the City by lot in any customary manner of selection as determined by the City Treasurer. Notice of such call for redemption shall be given by mailing such notice to the registered owners not less than thirty (30) days prior to such date and as otherwise provided in Securities and Exchange Commission Release No. 34-23856, as the same may be amended from time to time. Notice of redemption having been given as aforesaid, the bonds so called for redemption shall, on the date for redemption date set forth in such call for redemption, become due and payable, together with interest to such redemption date, and interest shall cease to be paid thereon after such redemption date.

The Refunding Bonds shall be issued in registered form and shall not be registerable to bearer or convertible into bearer coupon form. In the event the Refunding Bonds are issued in non-certificated form, such bonds, when issued, shall be initially issued in registered form in denominations such that one bond shall be issued for each maturity of bonds and shall be registered in the name of Cede & Co., as nominee of the Depository Trust Company, Jersey City, New Jersey ("DTC"), which will act as securities depository for the Refunding Bonds in accordance with the Book-Entry-Only system of DTC. In the event that either DTC shall discontinue the Book-Entry-Only system or the City shall terminate its participation in such Book-Entry-Only system, such Refunding Bonds shall thereafter be issued in certificated form in the denomination of \$5,000 each or any integral multiple thereof (except for any odd denominations, if necessary) not exceeding the principal amount of each respective maturity. In the case of non-certificated Refunding Bonds, principal of and interest on the bonds shall be payable by check or draft mailed by the Fiscal Agent (as hereinafter defined) to The Depository Trust Company, Jersey City, New Jersey, or to its nominee, Cede & Co., while the bonds are registered in the name of Cede & Co. in accordance with such Book-Entry-Only System. Principal shall only be payable upon surrender of the bonds at the principal corporate trust office of such Fiscal Agent (or at the office of the City Treasurer acting as Fiscal Agent as hereinafter provided).

In the event the Refunding Bonds are issued in certificated form, principal of and interest on the Refunding Bonds shall be payable by check or draft mailed by the Fiscal Agent to the registered owners of the Refunding Bonds as shown on the registration books of the City maintained by the Fiscal Agent, as of the close of business on the fifteenth day of the calendar month or first business day of the calendar month preceding each interest payment date as

appropriate and as provided in a certificate of the City Treasurer providing for the details of the Refunding Bonds. Principal shall only be payable upon surrender of bonds at the principal corporate trust office of a bank or trust company or banks or trust companies located or authorized to do business in the State of New York, as shall hereafter be designated by the City Treasurer as fiscal agent of the City for the Refunding Bonds (collectively the "Fiscal Agent").

Refunding Bonds in certificated form may be transferred or exchanged at any time prior to maturity at the principal corporate trust office of the Fiscal Agent for bonds of the same maturity of any authorized denomination or denominations in the same aggregate principal amount.

Principal and interest on the Refunding Bonds will be payable in lawful money of the United States of America.

The City Treasurer, as chief fiscal officer of the City, is hereby authorized and directed to enter into an agreement or agreements containing such terms and conditions as he or she shall deem proper with the Fiscal Agent, for the purpose of having such bank or trust company or banks or trust companies act, in connection with the Refunding Bonds, as the Fiscal Agent for the City, to perform the services described in Section 70.00 of the Local Finance Law, and to execute such agreement or agreements on behalf of the City, regardless of whether the Refunding Bonds are initially issued in certificated or non-certificated form; provided, however, that the City Treasurer is also hereby authorized to name the City Treasurer as the Fiscal Agent in connection with the Refunding Bonds if the Refunding Bonds are issued in non-certificated form.

The Refunding Bonds shall be executed in the name of the City by the manual or facsimile signature of the City Treasurer, and a facsimile of its corporate seal shall be imprinted thereon. In the event of facsimile signature, the Refunding Bonds shall be authenticated by the manual signature of an authorized officer or employee of the Fiscal Agent. It is hereby determined that it is to the financial advantage of the City not to impose and collect from registered owners of the Refunding Bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the Fiscal Agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the Fiscal Agent.

Section 11. The Refunding Bonds shall be sold at private sale to an underwriter to be selected by the City Treasurer (the "Underwriter") for purchase prices to be determined by the City Treasurer, plus accrued interest from the date or dates of the Refunding Bonds to the date or dates of the delivery of and payment for the Refunding Bonds. Subject to the approval of the terms and conditions of such private sale by the State Comptroller as required by subdivision 2 of paragraph f of Section 90.10 of the Local Finance Law, the City Treasurer, is hereby authorized to execute and deliver a purchase contract for the Refunding Bonds in the name and on behalf of the City providing the terms and conditions for the sale and delivery of the Refunding Bonds to the Underwriter. After the Refunding Bonds have been duly executed, they shall be delivered by the City Treasurer to the Underwriter in accordance with said purchase contract upon the receipt by the City of said purchase price, including accrued interest.

Section 12. The validity of the Refunding Bonds authorized by this resolution may be contested only if:

(a) Such obligations are authorized for an object or purpose for which the City is not authorized to expend money, or

(b) the provisions of law which should be complied with at the date of the publication of such resolution, or a summary thereof, are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

(c) Such obligations are authorized in violation of the provisions of the Constitution of the State of New York.

Section 13. Before the Refunding Bonds are issued, the City shall enter into an escrow contract (the "Escrow Contract") with a bank or trust company located and authorized to do business in this state (the "Escrow Holder"), for the purpose of having such bank or trust company act as the escrow holder of the proceeds of the Refunding Bonds, including any premium from the sale of the Refunding Bonds, together with all income derived from the investment of such proceeds. The Escrow Contract shall contain such terms and conditions as shall be necessary in order to accomplish the Refunding Financial Plan, including provisions authorizing the Escrow Holder, without further authorization or direction from the City, except as otherwise provided therein, (a) to make all required payments of principal, interest and redemption premiums to the paying agent for the Outstanding Bonds, (b) to pay costs and expenses incidental to the issuance of the Refunding Bonds, and of executing and performing the terms and conditions of the Escrow Contract and all of the fees and charges of the Escrow Holder, (c) at the appropriate time or times to cause to be given on behalf of the City the notice of redemption authorized to be given pursuant to Section 16 hereof, and (d) to invest the monies held by it consistent with the provisions of the Refunding Financial Plan. The Escrow Contract shall be irrevocable and shall constitute a covenant with the holders of the Refunding Bonds.

Section 14. The proceeds, including any premium, from the sale of the Refunding Bonds, immediately upon receipt, shall be placed in escrow by the City with the Escrow Holder in accordance with the Escrow Contract. All moneys held by the Escrow Holder shall be invested only in direct obligations of the United States of America or in obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, which obligations shall mature or be subject to redemption at the option of the holder thereof not later than the respective dates when such moneys will be required to make payments in accordance with the Refunding Financial Plan. Any such moneys remaining in the custody of the Escrow Holder after the full execution of the provisions of the Escrow Contract shall be returned to the City and shall be applied by the City only to the payment of the principal of or interest on the Refunding Bonds then outstanding.

Section 15. That portion of such proceeds from the sale of the Refunding Bonds, together with interest earned thereon, which shall be required for the payment of the principal of and interest on the Outstanding Bonds, including any redemption premiums, in accordance with the Refunding Financial Plan, shall be irrevocably committed and pledged to such purpose and the holders of the Outstanding Bonds shall have a lien upon such moneys and the investments

thereof held by the Escrow Holder. All interest earned from the investment of such moneys not required for such payments on the Outstanding Bonds shall be irrevocably committed and pledged to the payment of the principal of and interest on the Refunding Bonds, or such portion thereof as shall be required by the Refunding Financial Plan, and the holders of such Refunding Bonds shall have a lien upon such moneys held by the Escrow Holder. The pledges and liens provided for herein shall become valid and binding upon the issuance of the Refunding Bonds and the moneys and investments held by the Escrow Holder shall immediately be subject thereto without any further act. Such pledges and liens shall be valid and binding against all parties having claims of any kind in tort, contract or otherwise against the City irrespective of whether such parties have notice thereof. Neither this resolution, the Escrow Contract, nor any other instrument relating to such pledges and liens, need be filed or recorded.

Section 16. In accordance with the provisions of Section 53.00 and of paragraph (h) of Section 90.10 of the Local Finance Law, the Common Council of the City hereby elects to call in and redeem all the Outstanding Bonds which are subject to prior redemption according to their terms on their respective Redemption Date. The sum to be paid therefor on such Redemption Date shall be the par value thereof, the accrued interest to the Redemption Date and the redemption premiums. The Escrow Holder is hereby authorized and directed to cause a notice of such call for redemption to be given in the name of the City by mailing such notice to the registered holders of the Outstanding Bonds which are subject to prior redemption at least thirty days prior to such Redemption Date. Upon the issuance of the Refunding Bonds, both (a) the election to call in and redeem the Outstanding Bonds subject to prior redemption, and (b) the direction to the Escrow Holder to cause notice thereof to be given as provided in this Section, shall become irrevocable and the provisions of this Section shall constitute a covenant with the holders, from time to time, of the Refunding Bonds, provided that this Section may be amended from time to time as may be necessary to comply with the requirements of paragraph a of Section 53.00 of the Local Finance Law, as the same may be amended from time to time.

Section 17. This Refunding Bond Ordinance shall take effect immediately, and the City Clerk is hereby authorized and directed to publish the foregoing resolution, or a summary thereof, together with a Notice attached in substantially the form prescribed by Section 81.00 of the Local Finance Law in the official newspapers of the City.

Seconded by Councilor _____
By Councilor _____

RESOLVED, that the unanimous consent of this Common Council be, and the same hereby is given to the consideration of Ordinance No. 9035

Seconded by Councilor _____

AYES & NAYS: Trifeletti _____ Mortise _____ Rogers _____ Smith _____ Anderson _____
Nash _____ DiMarco _____

ORDINANCE NO. 9035

AYES & NAYS: Trifeletti _____ Mortise _____ Rogers _____ Smith _____ Anderson _____
Nash _____ DiMarco _____

ADOPTED:

DEFEATED:

EXHIBIT A

DESCRIPTION OF OUTSTANDING BONDS

A. \$13,415,877 Public Improvement (Serial) Bonds, Series 2011

1. Objects or Purposes:

- (a) Reconstruction and resurfacing of various roads – Bond Ordinance No. 8263 dated April 25, 2007 authorizing \$2,755,000 Serial Bonds.

Period of Probable Usefulness: 15 years pursuant to subdivision 20(c) of paragraph a of Section 11.00 of the Local Finance Law.

Computed from: October 3, 2007

- (b) Reconstruction of Floyd Avenue – Bond Ordinance No. 8147 dated June 28, 2006 authorizing \$5,000,000 Serial Bonds.

Period of Probable Usefulness: 15 years pursuant to subdivision 20(c) of paragraph a of Section 11.00 of the Local Finance Law.

Computed from: October 7, 2008.

- (c) Construction of new water distribution lines for West Rome Water District – Bond Ordinance No. 8205 dated September 13, 2006 authorizing \$850,000 Serial Bonds.

Period of Probable Usefulness: 40 years pursuant to subdivision 1 of paragraph a of Section 11.00 of the Local Finance Law.

Computed from: August 7, 2008.

- (d) Construction of improvements to and reconstruction of Kennedy Arena – Bond Ordinance No. 8244A dated February 28, 2007 authorizing \$3,000,000 Serial Bonds.

Period of Probable Usefulness: 20 years pursuant to subdivision 12(a)(1) of paragraph a of Section 11.00 of the Local Finance Law.

Computed from: August 7, 2008.

- (e) Various City capital projects – Bond Ordinance No. 8270A dated May 23, 2007 authorizing \$1,150,000 Serial Bonds as follows:

	<u>Amount</u>	<u>Period of Probable Usefulness</u>	<u>Section 11.00(a) 12(a)(1)</u>
Reconstruction and improvement to various municipal buildings	\$ 80,000	25 years	
Purchase and installation of equipment at Water Filtration Plant	\$ 130,000	40 years	1
Reconstruction of roof at Wastewater Treatment Plan	\$ 30,000	40 years	1
Purchase of machinery and equipment of which costs more than \$15,000 and less than \$30,000	\$ 122,485	10 years	28
Purchase of machinery and equipment of which costs more than \$30,000	\$ 613,500	15 years	28
Purchase of vehicles	\$ 66,000	3 years	77

Computed from: August 7, 2008.

- (f) Purchase of a fire truck – Bond Ordinance No. 8085 dated September 28, 2005 authorizing \$875,750 Serial Bonds.

Period of Probable Usefulness: 20 years pursuant to subdivision 27 of paragraph a of Section 11.00 of the Local Finance Law.

Computed from: August 6, 2009.

- (g) Energy study – Bond Ordinance No. 8134 dated June 14, 2006 authorizing \$70,000 Serial Bonds.

Period of Probable Usefulness: 5 years pursuant to subdivision 62(2nd) of paragraph a of Section 11.00 of the Local Finance Law.

Computed from: August 6, 2009.

- (h) Engineering services for the Gulf Road Culvert project – Bond Ordinance No. 8245 dated February 28, 2007 authorizing \$50,000 Serial Bonds.

Period of Probable Usefulness: 5 years pursuant to subdivision 62(2nd) of paragraph a of Section 11.00 of the Local Finance Law.

Computed from: August 6, 2009.

- (i) Purchase of a fire pumper – Bond Ordinance No. 8293 dated June 27, 2007 authorizing \$335,000 Serial Bonds.

Period of Probable Usefulness: 20 years pursuant to subdivision 27 of paragraph a of Section 11.00 of the Local Finance Law.

Computed from: August 6, 2009.

- (j) Engineering and related services for Liberty-George Parking Garage and train station tunnel – Bond Ordinance No. 8312 dated June 25, 2007 authorizing \$225,000 Serial Bonds.

Period of Probable Usefulness: 25 years pursuant to subdivision 12(a)(1) of paragraph a of Section 11.00 of the Local Finance Law.

Computed from: August 6, 2009.

- (k) Sanitary sewer reconstruction – Bond Ordinance No. 8338 dated October 24, 2007 authorizing \$175,000 Serial Bonds.

Period of Probable Usefulness: 40 years pursuant to subdivision 4 of paragraph a of Section 11.00 of the Local Finance Law.

Computed from: August 6, 2009.

- (l) Reconstruction of various roads – Bond Ordinance No. 8373 dated March 26, 2008 authorizing \$2,500,000 Serial Bonds.

Period of Probable Usefulness: 15 years pursuant to subdivision 20(c) of paragraph a of Section 11.00 of the Local Finance Law.

Computed from: August 6, 2009.

- (m) Rehabilitation of the Liberty/George Parking Garage – Bond Ordinance No. 8386 dated May 28, 2008 authorizing \$776,450 Serial Bonds.

Period of Probable Usefulness: 25 years pursuant to subdivision 12(a)(1) of paragraph a of Section 11.00 of the Local Finance Law.

Computed from: August 6, 2009.

- (n) Certain City capital projects -- Bond Ordinance No. 8415A dated July 23, 2008 authorizing \$1,090,000 Serial Bonds as follows:

	<u>Amount</u>	<u>Period of Probable Usefulness</u>	<u>Section 11.00(a)</u>
Reconstruction of roads	\$ 870,000	15 years	20(c)
Reconstruction of culverts over Wheeler Creek	\$ 220,000	40 years	4

Computed from: August 6, 2009.

- (o) Reconstruction of various roads – Bond Ordinance No. 8495 dated June 24, 2009 authorizing \$2,075,000 Serial Bonds.

Period of Probable Usefulness: 15 years pursuant to subdivision 20(c) of paragraph a of Section 11.00 of the Local Finance Law.

Computed from: August 6, 2009.

- (p) Reconstruction of various roads – Bond Ordinance No. 8560 dated June 23, 2010 authorizing \$1,800,000 Serial Bonds.

Period of Probable Usefulness: 10 years pursuant to subdivision 20(b) of paragraph a of Section 11.00 of the Local Finance Law.

Computed from: August 5, 2010.

2. Terms of Series 2011 Bonds to be Refunded:

Amount: \$8,775,000 (2018 to 2027)

Maturity Date: August 1 of each year

Interest Payment Dates: February 1 and August 1 of each year

Redemption Date: August 1, 2017

Schedule of principal amounts and interest rates:

<u>Year of Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2018	\$ 730,000	4.000%
2019	755,000	4.000%
2020	790,000	4.000%
2021	820,000	4.000%
2022	850,000	4.000%
2023	885,000	4.200%
2024	925,000	4.300%
2025	965,000	4.300%
2026	1,005,000	4.500%
2027	1,050,000	4.500%

EXHIBIT B

PROPOSED REFUNDING FINANCIAL PLAN

See attached.

Appendix IV

City of Rome

Oneida County, New York

Public Improvement Refunding (Serial) Bonds, Series 2015

Maturities Insured: 2019-2027

Sources & Uses

Dated 10/15/2015 | Delivered 10/15/2015

Sources of Funds

Par Amount of Bonds	\$8,990,000.00
Reoffering Premium	558,874.15
Total Sources	\$9,548,874.15

Uses of Funds

Deposit to Net Cash Escrow Fund	9,405,861.96
Costs of Issuance	75,000.00
Total Underwriter's Discount (0.388%)	34,844.12
Gross Bond Insurance Premium (30.0 bps)	30,711.19
Rounding Amount	2,456.88
Total Uses	\$9,548,874.15

Refunding Series 2015 - o | SINGLE PURPOSE | 8/13/2015 | 3:57 PM

M&T Securities, Inc.
Public Finance

Page 1

City of Rome

Oneida County, New York

Public Improvement Refunding (Serial) Bonds, Series 2015

Maturities Insured: 2019-2027

Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	YTM	Call Date	Call Price	Dollar Price
08/01/2016	Serial Coupon	2.000%	0.600%	100,000.00	101.107%	-	-	-	101,107.00
08/01/2017	Serial Coupon	2.000%	1.000%	40,000.00	101.773%	-	-	-	40,709.20
08/01/2018	Serial Coupon	3.000%	1.280%	775,000.00	104.705%	-	-	-	811,463.75
08/01/2019	Serial Coupon	3.000%	1.390%	790,000.00	105.929%	-	-	-	836,839.10
08/01/2020	Serial Coupon	3.000%	1.630%	820,000.00	106.292%	-	-	-	871,594.40
08/01/2021	Serial Coupon	3.000%	1.920%	845,000.00	105.894%	-	-	-	894,804.30
08/01/2022	Serial Coupon	3.000%	2.150%	865,000.00	105.344%	-	-	-	911,225.60
08/01/2023	Serial Coupon	3.000%	2.270%	895,000.00	105.186%	-	-	-	941,414.70
08/01/2024	Serial Coupon	3.000%	2.400%	920,000.00	104.729%	-	-	-	963,506.80
08/01/2025	Serial Coupon	3.000%	2.540%	950,000.00	103.964%	-	-	-	987,658.00
08/01/2026	Serial Coupon	4.000%	2.750%	975,000.00	110.665% c	2.845%	08/01/2025	100.000%	1,078,983.75
08/01/2027	Serial Coupon	4.000%	2.900%	1,015,000.00	109.317% c	3.053%	08/01/2025	100.000%	1,109,567.55
Total	-	-	-	\$8,990,000.00	-	-	-	-	\$9,548,874.15

Bid Information

Par Amount of Bonds	\$8,990,000.00
Reoffering Premium or (Discount)	558,874.15
Gross Production	\$9,548,874.15
Total Underwriter's Discount (0.388%)	\$(34,844.12)
Bid (105.829%)	9,514,030.03
Total Purchase Price	\$9,514,030.03
Bond Year Dollars	\$66,887.06
Average Life	7.440 Years
Average Coupon	3.3340665%
Net Interest Cost (NIC)	2.5506114%
True Interest Cost (TIC)	2.4502599%

Refunding Series 2015 - o | SINGLE PURPOSE | 8/13/2015 | 3:57 PM

M&T Securities, Inc.
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Page 2

City of Rome

Oneida County, New York

Public Improvement Refunding (Serial) Bonds, Series 2015

Maturities Insured: 2019-2027

Annual Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
08/01/2016	100,000.00	2.000%	228,958.89	328,958.89
08/01/2017	40,000.00	2.000%	286,200.00	326,200.00
08/01/2018	775,000.00	3.000%	285,400.00	1,060,400.00
08/01/2019	790,000.00	3.000%	262,150.00	1,052,150.00
08/01/2020	820,000.00	3.000%	238,450.00	1,058,450.00
08/01/2021	845,000.00	3.000%	213,850.00	1,058,850.00
08/01/2022	865,000.00	3.000%	188,500.00	1,053,500.00
08/01/2023	895,000.00	3.000%	162,550.00	1,057,550.00
08/01/2024	920,000.00	3.000%	135,700.00	1,055,700.00
08/01/2025	950,000.00	3.000%	108,100.00	1,058,100.00
08/01/2026	975,000.00	4.000%	79,600.00	1,054,600.00
08/01/2027	1,015,000.00	4.000%	40,600.00	1,055,600.00
Total	\$8,990,000.00	-	\$2,230,058.89	\$11,220,058.89

Yield Statistics

Bond Year Dollars	\$66,887.06
Average Life	7.440 Years
Average Coupon	3.3340665%
Net Interest Cost (NIC)	2.5506114%
True Interest Cost (TIC)	2.4502599%
Bond Yield for Arbitrage Purposes	2.3837980%
All Inclusive Cost (AIC)	2.6206065%

IRS Form 8038

Net Interest Cost	2.3415815%
Weighted Average Maturity	7.474 Years

Refunding Series 2015 - o | SINGLE PURPOSE | 8/13/2015 | 3:57 PM

City of Rome

Oneida County, New York

Public Improvement Refunding (Serial) Bonds, Series 2015

Maturities Insured: 2019-2027

Semi-Annual Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
02/01/2016	-	-	84,858.89	84,858.89
08/01/2016	100,000.00	2.000%	144,100.00	244,100.00
02/01/2017	-	-	143,100.00	143,100.00
08/01/2017	40,000.00	2.000%	143,100.00	183,100.00
02/01/2018	-	-	142,700.00	142,700.00
08/01/2018	775,000.00	3.000%	142,700.00	917,700.00
02/01/2019	-	-	131,075.00	131,075.00
08/01/2019	790,000.00	3.000%	131,075.00	921,075.00
02/01/2020	-	-	119,225.00	119,225.00
08/01/2020	820,000.00	3.000%	119,225.00	939,225.00
02/01/2021	-	-	106,925.00	106,925.00
08/01/2021	845,000.00	3.000%	106,925.00	951,925.00
02/01/2022	-	-	94,250.00	94,250.00
08/01/2022	865,000.00	3.000%	94,250.00	959,250.00
02/01/2023	-	-	81,275.00	81,275.00
08/01/2023	895,000.00	3.000%	81,275.00	976,275.00
02/01/2024	-	-	67,850.00	67,850.00
08/01/2024	920,000.00	3.000%	67,850.00	987,850.00
02/01/2025	-	-	54,050.00	54,050.00
08/01/2025	950,000.00	3.000%	54,050.00	1,004,050.00
02/01/2026	-	-	39,800.00	39,800.00
08/01/2026	975,000.00	4.000%	39,800.00	1,014,800.00
02/01/2027	-	-	20,300.00	20,300.00
08/01/2027	1,015,000.00	4.000%	20,300.00	1,035,300.00
Total	\$8,990,000.00	-	\$2,230,058.89	\$11,220,058.89

Yield Statistics

Bond Year Dollars	\$66,887.06
Average Life	7.440 Years
Average Coupon	3.3340665%
Net Interest Cost (NIC)	2.5506114%
True Interest Cost (TIC)	2.4502599%
Bond Yield for Arbitrage Purposes	2.3837980%
All Inclusive Cost (AIC)	2.6206065%

IRS Form 8038

Net Interest Cost	2.3415815%
Weighted Average Maturity	7.474 Years

Refunding Series 2015 - o | SINGLE PURPOSE | 8/13/2015 | 3:57 PM

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Public Finance

Page 4

City of Rome

Oneida County, New York

Public Improvement Refunding (Serial) Bonds, Series 2015

Maturities Insured: 2019-2027

FY Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
12/31/2015	-	-	-	-
12/31/2016	100,000.00	2.000%	228,958.89	328,958.89
12/31/2017	40,000.00	2.000%	286,200.00	326,200.00
12/31/2018	775,000.00	3.000%	285,400.00	1,060,400.00
12/31/2019	790,000.00	3.000%	262,150.00	1,052,150.00
12/31/2020	820,000.00	3.000%	238,450.00	1,058,450.00
12/31/2021	845,000.00	3.000%	213,850.00	1,058,850.00
12/31/2022	865,000.00	3.000%	188,500.00	1,053,500.00
12/31/2023	895,000.00	3.000%	162,550.00	1,057,550.00
12/31/2024	920,000.00	3.000%	135,700.00	1,055,700.00
12/31/2025	950,000.00	3.000%	108,100.00	1,058,100.00
12/31/2026	975,000.00	4.000%	79,600.00	1,054,600.00
12/31/2027	1,015,000.00	4.000%	40,600.00	1,055,600.00
Total	\$8,990,000.00	-	\$2,230,058.89	\$11,220,058.89

Yield Statistics

Bond Year Dollars	\$66,887.06
Average Life	7.440 Years
Average Coupon	3.3340665%
Net Interest Cost (NIC)	2.5506114%
True Interest Cost (TIC)	2.4502599%
Bond Yield for Arbitrage Purposes	2.3837980%
All Inclusive Cost (AIC)	2.6206065%

IRS Form 8038

Net Interest Cost	2.3415815%
Weighted Average Maturity	7.474 Years

Refunding Series 2015 - o | SINGLE PURPOSE | 8/13/2015 | 3:57 PM

M&T Securities, Inc.
Public Finance

Page 5

City of Rome

Oneida County, New York

Public Improvement Refunding (Serial) Bonds, Series 2015

Maturities Insured: 2019-2027

FY Debt Service Comparison

Date	Total P+I	Existing D/S	Net New D/S	Old Net D/S	Savings	Fiscal Total
10/15/2015	-	-	-	-	-	-
02/01/2016	84,858.89	27,500.00	112,358.89	211,857.50	99,498.61	-
08/01/2016	244,100.00	702,500.00	946,600.00	886,857.50	(59,742.50)	-
12/31/2016	-	-	-	-	-	39,756.11
02/01/2017	143,100.00	14,000.00	157,100.00	198,357.50	41,257.50	-
08/01/2017	183,100.00	714,000.00	897,100.00	898,357.50	1,257.50	-
12/31/2017	-	-	-	-	-	42,515.00
02/01/2018	142,700.00	-	142,700.00	184,357.50	41,657.50	-
08/01/2018	917,700.00	-	917,700.00	914,357.50	(3,342.50)	-
12/31/2018	-	-	-	-	-	38,315.00
02/01/2019	131,075.00	-	131,075.00	169,757.50	38,682.50	-
08/01/2019	921,075.00	-	921,075.00	924,757.50	3,682.50	-
12/31/2019	-	-	-	-	-	42,365.00
02/01/2020	119,225.00	-	119,225.00	154,657.50	35,432.50	-
08/01/2020	939,225.00	-	939,225.00	944,657.50	5,432.50	-
12/31/2020	-	-	-	-	-	40,865.00
02/01/2021	106,925.00	-	106,925.00	138,857.50	31,932.50	-
08/01/2021	951,925.00	-	951,925.00	958,857.50	6,932.50	-
12/31/2021	-	-	-	-	-	38,865.00
02/01/2022	94,250.00	-	94,250.00	122,457.50	28,207.50	-
08/01/2022	959,250.00	-	959,250.00	972,457.50	13,207.50	-
12/31/2022	-	-	-	-	-	41,415.00
02/01/2023	81,275.00	-	81,275.00	105,457.50	24,182.50	-
08/01/2023	976,275.00	-	976,275.00	990,457.50	14,182.50	-
12/31/2023	-	-	-	-	-	38,365.00
02/01/2024	67,850.00	-	67,850.00	86,872.50	19,022.50	-
08/01/2024	987,850.00	-	987,850.00	1,011,872.50	24,022.50	-
12/31/2024	-	-	-	-	-	43,045.00
02/01/2025	54,050.00	-	54,050.00	66,985.00	12,935.00	-
08/01/2025	1,004,050.00	-	1,004,050.00	1,031,985.00	27,935.00	-
12/31/2025	-	-	-	-	-	40,870.00
02/01/2026	39,800.00	-	39,800.00	46,237.50	6,437.50	-
08/01/2026	1,014,800.00	-	1,014,800.00	1,051,237.50	36,437.50	-
12/31/2026	-	-	-	-	-	42,875.00
02/01/2027	20,300.00	-	20,300.00	23,625.00	3,325.00	-
08/01/2027	1,035,300.00	-	1,035,300.00	1,073,625.00	38,325.00	-
12/31/2027	-	-	-	-	-	41,650.00
Total	\$11,220,058.89	\$1,458,000.00	\$12,678,058.89	\$13,168,960.00	\$490,901.11	-

PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings	427,785.00
Net PV Cashflow Savings @ 2.395% (EIC)	427,785.00
Contingency or Rounding Amount	2,456.88
Net Present Value Benefit	\$430,241.88
Net PV Benefit / \$8,775,000 Refunded Principal	4.903%
Net PV Benefit / \$8,990,000 Refunding Principal	4.786%

Refunding Bond Information

Refunding Dated Date	10/15/2015
Refunding Delivery Date	10/15/2015
Refunding Series 2015 - o SINGLE PURPOSE 8/13/2015 3:57 PM	

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Public Finance

City of Rome

Oneida County, New York

Public Improvement Refunding (Serial) Bonds, Series 2015

Maturities Insured: 2019-2027

Escrow Fund Cashflow

Date	Principal	Rate	Zero Coupon	Reinvestment	Receipts	Disbursements	Cash Balance
10/15/2015	-	-	-	-	430.00	-	430.00
01/31/2016	184,000.00	-	-	-	184,000.00	-	184,430.00
02/01/2016	-	-	-	-	-	184,357.50	72.50
07/15/2016	185,000.00	-	(185,072.00)	-	(72.00)	-	0.50
08/01/2016	-	-	-	185,072.00	185,072.00	184,357.50	715.00
01/15/2017	184,000.00	-	-	-	184,000.00	-	184,715.00
01/17/2017	-	-	(184,715.00)	-	(184,715.00)	-	-
02/01/2017	-	-	-	184,715.00	184,715.00	184,357.50	357.50
07/15/2017	8,959,000.00	-	-	-	8,959,000.00	-	8,959,357.50
07/17/2017	-	-	(8,959,357.00)	-	(8,959,357.00)	-	0.50
08/01/2017	-	-	-	8,959,357.00	8,959,357.00	8,959,357.50	-
Total	\$9,512,000.00	-	(9,329,144.00)	\$9,329,144.00	\$9,512,430.00	\$9,512,430.00	-

Investment Parameters

Investment Model [PV, GIC, or Securities]	Securities
Default investment yield target	Bond Yield
Cash Deposit	430.00
Cost of Investments Purchased with Bond Proceeds	9,405,431.96
Total Cost of Investments	\$9,405,861.96
Target Cost of Investments at bond yield	\$9,129,148.35
Actual positive or (negative) arbitrage	(276,713.61)
Yield to Receipt	0.6520321%
Yield for Arbitrage Purposes	2.3837980%

Refunding Series 2015 - o | SINGLE PURPOSE | 8/13/2015 | 3:57 PM

M&T Securities, Inc.
Public Finance

Page 7

City of Rome

Oneida County, New York

Public Improvement Refunding (Serial) Bonds, Series 2015

Maturities Insured: 2019-2027

Refunding Summary

Dated 10/15/2015 | Delivered 10/15/2015

Sources of Funds

Par Amount of Bonds	\$8,990,000.00
Reoffering Premium	558,874.15
Total Sources	\$9,548,874.15

Uses of Funds

Deposit to Net Cash Escrow Fund	9,405,861.96
Costs of Issuance	75,000.00
Total Underwriter's Discount (0.388%)	34,844.12
Gross Bond Insurance Premium (30.0 bps)	30,711.19
Rounding Amount	2,456.88
Total Uses	\$9,548,874.15

Flow of Funds Detail

State and Local Government Series (SLGS) rates for	
Date of OMP Candidates	8/13/2015
Net Cash Escrow Fund Solution Method	Net Funded
Total Cost of Investments	\$9,405,861.96
Total Draws	\$9,512,430.00

Issues Refunded And Call Dates

2011	8/01/2017
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PV Analysis Summary (Net to Net)

Net PV Cashflow Savings @ 2.395% (EIC)	427,785.00
Contingency or Rounding Amount	2,456.88
Net Present Value Benefit	\$430,241.88
Net PV Benefit / \$8,775,000 Refunded Principal	4.903%
Net PV Benefit / \$8,990,000 Refunding Principal	4.786%

Bond Statistics

Average Life	7.440 Years
Average Coupon	3.3340665%
Net Interest Cost (NIC)	2.5506114%
Bond Yield for Arbitrage Purposes	2.3837980%
True Interest Cost (TIC)	2.4502599%
All Inclusive Cost (AIC)	2.6206065%

Refunding Series 2015 - o | SINGLE PURPOSE | 8/13/2015 | 3:57 PM

M&T Securities, Inc.
Public Finance

Page 8

City of Rome

Oneida County, New York

Public Improvement Refunding (Serial) Bonds, Series 2015

Maturities Insured: 2019-2027

Summary of Underwriter's Discount

Maturity	Concession	+	=	Issuance	Total
		Takedown	Total	Value	Takedown
08/01/2016	-	0.250%	0.250%	100,000.00	250.00
08/01/2017	-	0.250%	0.250%	40,000.00	100.00
08/01/2018	-	0.250%	0.250%	775,000.00	1,937.50
08/01/2019	-	0.250%	0.250%	790,000.00	1,975.00
08/01/2020	-	0.250%	0.250%	820,000.00	2,050.00
08/01/2021	-	0.250%	0.250%	845,000.00	2,112.50
08/01/2022	-	0.250%	0.250%	865,000.00	2,162.50
08/01/2023	-	0.250%	0.250%	895,000.00	2,237.50
08/01/2024	-	0.350%	0.350%	920,000.00	3,220.00
08/01/2025	-	0.350%	0.350%	950,000.00	3,325.00
08/01/2026	-	0.350%	0.350%	975,000.00	3,412.50
08/01/2027	-	0.350%	0.350%	1,015,000.00	3,552.50
Total	-	-	-	\$8,990,000.00	\$26,335.00

Underwriting Spread Summary

Total Average Takedown (0.293%)	\$26,335.00
Total Underwriter's Expenses (0.095%)	\$8,509.12
TOTAL UNDERWRITING SPREAD (0.388%)	\$34,844.12

Refunding Series 2015 - o | SINGLE PURPOSE | 8/13/2015 | 3:37 PM

M&T Securities, Inc.
Public Finance

Page 9

City of Rome

Oneida County, New York

Public Improvement Refunding (Serial) Bonds, Series 2015

Maturities Insured: 2019-2027

Detail of Underwriter's Expenses

Dated 10/15/2015 | Delivered 10/15/2015

UNDERWRITER'S EXPENSES DETAIL

Underwriter's Counsel (0.061%)	\$5,500.00
DAC (0.011%)	\$1,000.00
SIFMA (0.003%)	\$269.70
CUSIP (0.005%)	\$420.00
DTC (0.009%)	\$800.00
Fed Funds (0.003%)	\$249.72
Clearance Fee (0.003%)	\$269.70
TOTAL	\$8,509.12

Refunding Series 2015 - o | SINGLE PURPOSE | 8/13/2015 | 3:57 PM

M&T Securities, Inc.
Public Finance

Page 10

City of Rome

Oneida County, New York

Public Improvement Refunding (Serial) Bonds, Series 2015

Maturities Insured: 2019-2027

Derivation of Insurance Premium

Maturity	Type	Coupon	Yield	Gross P+I	Fee	Premium
08/01/2016	Serial	2.000%	0.600%	101,588.89	-	-
08/01/2017	Serial	2.000%	1.000%	41,435.56	-	-
08/01/2018	Serial	3.000%	1.280%	839,970.83	-	-
08/01/2019	Serial	3.000%	1.390%	879,928.33	0.300%	2,639.79
08/01/2020	Serial	3.000%	1.630%	937,943.33	0.300%	2,813.83
08/01/2021	Serial	3.000%	1.920%	991,889.17	0.300%	2,975.67
08/01/2022	Serial	3.000%	2.150%	1,041,315.83	0.300%	3,123.95
08/01/2023	Serial	3.000%	2.270%	1,104,280.83	0.300%	3,312.84
08/01/2024	Serial	3.000%	2.400%	1,162,726.67	0.300%	3,488.18
08/01/2025	Serial	3.000%	2.540%	1,229,141.67	0.300%	3,687.43
08/01/2026	Serial	4.000%	2.750%	1,395,983.33	0.300%	4,187.95
08/01/2027	Serial	4.000%	2.900%	1,493,854.44	0.300%	4,481.56
Total	-	-	-	\$11,220,058.89	-	\$30,711.19

INSURANCE PREMIUM

Base Insurance Premium	30,711.19
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Refunding Series 2015 - o | SINGLE PURPOSE | 8/13/2015 | 3:57 PM

City of Rome

Oneida County, New York

Public Improvement Refunding (Serial) Bonds, Series 2015

Maturities Insured: 2019-2027

Comparison of Insured vs. Uninsured Maturities

Maturity	Insured Yield	Insurance- Adjusted Insured Yield	Uninsured Yield	Insure?	Value of Insuring	Break Even Premium
08/01/2016	0.500%	0.8837036%	0.6014937%	No	(236.00)	0.0787488%
08/01/2017	0.900%	1.0738376%	1.0008707%	No	(58.84)	0.1737640%
08/01/2018	1.180%	1.2963944%	1.2810463%	No	(334.41)	0.2601874%
08/01/2019	1.390%	1.4787007%	1.4907882%	Yes	364.51	0.3411639%
08/01/2020	1.630%	1.7029544%	1.7307993%	Yes	1,087.76	0.4152700%
08/01/2021	1.920%	1.9831977%	2.0207770%	Yes	1,781.68	0.4796249%
08/01/2022	2.150%	2.2065758%	2.2507913%	Yes	2,478.19	0.5366188%
08/01/2023	2.270%	2.3212974%	2.4206580%	Yes	6,451.61	0.8842356%
08/01/2024	2.400%	2.4475250%	2.5506868%	Yes	7,657.61	0.9550305%
08/01/2025	2.540%	2.5846855%	2.6905909%	Yes	8,832.32	1.0148133%
08/01/2026	2.750%	2.8898114%	2.9844113%	Yes	9,000.97	0.9414867%
08/01/2027	2.900%	3.0963653%	3.1828535%	Yes	9,062.36	0.9036689%
Total		-	-	-	\$46,717.01	-

Summary Information

Total Issue Break Even Bond Insurance Premium	0.7087628%
Current Bond Insurance Premium	0.3000000%
Amount Saved by Insuring	46,717.01

Refunding Series 2015 - o | SINGLE PURPOSE | 8/13/2015 | 3:57 PM

City of Rome

Oneida County, New York

Public Improvement (Serial) Bonds, Series 2011

Debt Service to Maturity and to Call

Date	Refunded Bonds	Refunded Interest	D/S To Call	Principal	Coupon	Interest	Refunded D/S
02/01/2016	-	184,357.50	184,357.50	-	-	184,357.50	184,357.50
08/01/2016	-	184,357.50	184,357.50	-	4.000%	184,357.50	184,357.50
02/01/2017	-	184,357.50	184,357.50	-	-	184,357.50	184,357.50
08/01/2017	8,775,000.00	184,357.50	8,959,357.50	-	4.000%	184,357.50	184,357.50
02/01/2018	-	-	-	-	-	184,357.50	184,357.50
08/01/2018	-	-	-	730,000.00	4.000%	184,357.50	914,357.50
02/01/2019	-	-	-	-	-	169,757.50	169,757.50
08/01/2019	-	-	-	755,000.00	4.000%	169,757.50	924,757.50
02/01/2020	-	-	-	-	-	154,657.50	154,657.50
08/01/2020	-	-	-	790,000.00	4.000%	154,657.50	944,657.50
02/01/2021	-	-	-	-	-	138,857.50	138,857.50
08/01/2021	-	-	-	820,000.00	4.000%	138,857.50	958,857.50
02/01/2022	-	-	-	-	-	122,457.50	122,457.50
08/01/2022	-	-	-	850,000.00	4.000%	122,457.50	972,457.50
02/01/2023	-	-	-	-	-	105,457.50	105,457.50
08/01/2023	-	-	-	885,000.00	4.200%	105,457.50	990,457.50
02/01/2024	-	-	-	-	-	86,872.50	86,872.50
08/01/2024	-	-	-	925,000.00	4.300%	86,872.50	1,011,872.50
02/01/2025	-	-	-	-	-	66,985.00	66,985.00
08/01/2025	-	-	-	965,000.00	4.300%	66,985.00	1,031,985.00
02/01/2026	-	-	-	-	-	46,237.50	46,237.50
08/01/2026	-	-	-	1,005,000.00	4.500%	46,237.50	1,051,237.50
02/01/2027	-	-	-	-	-	23,625.00	23,625.00
08/01/2027	-	-	-	1,050,000.00	4.500%	23,625.00	1,073,625.00
Total	\$8,775,000.00	\$737,430.00	\$9,512,430.00	\$8,775,000.00	-	\$2,935,960.00	\$11,710,960.00

Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	10/15/2015
Average Life	7.628 Years
Average Coupon	4.2729740%
Weighted Average Maturity (Par Basis)	7.628 Years

Refunding Bond Information

Refunding Dated Date	10/15/2015
Refunding Delivery Date	10/15/2015

2011 | SINGLE PURPOSE | 8/13/2015 | 3:57 PM

M&T Securities, Inc.
Public Finance

Page 13

City of Rome

Oneida County, New York

Public Improvement Refunding (Serial) Bonds, Series 2015

Maturities Insured: 2019-2027

Summary of Bonds Refunded

Issue	Maturity	Type	of Bond	Coupon	Maturity Value	Call Date	Call Price
Dated 1/15/2011	Delivered 1/15/2011						
2011	08/01/2018	Serial	Coupon	4.000%	730,000	08/01/2017	100.000%
2011	08/01/2019	Serial	Coupon	4.000%	755,000	08/01/2017	100.000%
2011	08/01/2020	Serial	Coupon	4.000%	790,000	08/01/2017	100.000%
2011	08/01/2021	Serial	Coupon	4.000%	820,000	08/01/2017	100.000%
2011	08/01/2022	Serial	Coupon	4.000%	850,000	08/01/2017	100.000%
2011	08/01/2023	Serial	Coupon	4.200%	885,000	08/01/2017	100.000%
2011	08/01/2024	Serial	Coupon	4.300%	925,000	08/01/2017	100.000%
2011	08/01/2025	Serial	Coupon	4.300%	965,000	08/01/2017	100.000%
2011	08/01/2026	Serial	Coupon	4.500%	1,005,000	08/01/2017	100.000%
2011	08/01/2027	Serial	Coupon	4.500%	1,050,000	08/01/2017	100.000%
Subtotal	-	-	-	-	\$8,775,000	-	-
Total	-	-	-	-	\$8,775,000	-	-

Refunding Series 2015 - o | SINGLE PURPOSE | 8/13/2015 | 3:57 PM

M&T Securities, Inc.
Public Finance

Page 14

City of Rome

Oneida County, New York

Public Improvement Refunding (Serial) Bonds, Series 2015

Maturities Insured: 2019-2027

Refunding Analysis By Maturity

					Total \$	Base	Yield	Total %		
Maturity	Type of Bond	Coupon	Principal	Call Date	Savings	Savings	Blending	Savings	Cumulative	Total %
2011										
08/01/2018	Serial Coupon	4.000%	730,000	08/01/2017	1,332	-2.276%	2.458%	0.183%	424,928	4.842%
08/01/2019	Serial Coupon	4.000%	755,000	08/01/2017	15,738	-1.018%	3.102%	2.085%	423,595	5.265%
08/01/2020	Serial Coupon	4.000%	790,000	08/01/2017	27,040	0.208%	3.215%	3.423%	407,857	5.595%
08/01/2021	Serial Coupon	4.000%	820,000	08/01/2017	32,864	1.402%	2.606%	4.008%	380,817	5.859%
08/01/2022	Serial Coupon	4.000%	850,000	08/01/2017	35,746	2.565%	1.640%	4.205%	347,952	6.126%
08/01/2023	Serial Coupon	4.200%	885,000	08/01/2017	49,782	4.744%	0.881%	5.625%	312,206	6.464%
08/01/2024	Serial Coupon	4.300%	925,000	08/01/2017	61,325	6.611%	0.019%	6.630%	262,424	6.652%
08/01/2025	Serial Coupon	4.300%	965,000	08/01/2017	65,645	7.921%	-1.118%	6.803%	201,099	6.659%
08/01/2026	Serial Coupon	4.500%	1,005,000	08/01/2017	72,494	10.711%	-3.497%	7.213%	135,454	6.591%
08/01/2027	Serial Coupon	4.500%	1,050,000	08/01/2017	62,960	12.102%	-6.106%	5.996%	62,960	5.996%
Subtotal		-	\$8,775,000	-	\$424,928	4.842%	-	4.842%	\$424,928	4.842%
Total		-	\$8,775,000	-	\$424,928	4.842%	-	4.842%	\$424,928	4.842%

Adjustments To Escrow Definition

Proposed Refunding Date	10/15/2015
Yield on Escrow Investments	0.6499972%
Present Value Savings Discount Rate (AIC)	2.6206065%

Refunding Series 2015 - o | SINGLE PURPOSE | 8/13/2015 | 3:57 PM

M&T Securities, Inc.
Public Finance

Page 15

City of Rome

Oneida County, New York

Public Improvement Refunding (Serial) Bonds, Series 2015

Maturities Insured: 2019-2027

Refunding Analysis By Maturity

of						Total \$	Base	Yield	Total %			
ISSUE	Maturity	Type	Bond	Coupon	Principal	Call Date	Savings	Savings	Blending	Savings	Cumulative	Total %
2011	08/01/2026	Serial	Coupon	4.500%	1,005,000	08/01/2017	72,494	10.711%	-3.497%	7.213%	72,494	7.213%
2011	08/01/2025	Serial	Coupon	4.300%	965,000	08/01/2017	65,645	7.921%	-1.118%	6.803%	138,139	7.012%
2011	08/01/2024	Serial	Coupon	4.300%	925,000	08/01/2017	61,325	6.611%	0.019%	6.630%	199,464	6.890%
2011	08/01/2027	Serial	Coupon	4.500%	1,050,000	08/01/2017	62,960	12.102%	-6.106%	5.996%	262,424	6.652%
2011	08/01/2023	Serial	Coupon	4.200%	885,000	08/01/2017	49,782	4.744%	0.881%	5.625%	312,206	6.464%
2011	08/01/2022	Serial	Coupon	4.000%	850,000	08/01/2017	35,746	2.565%	1.640%	4.205%	347,952	6.126%
2011	08/01/2021	Serial	Coupon	4.000%	820,000	08/01/2017	32,864	1.402%	2.606%	4.008%	380,817	5.859%
2011	08/01/2020	Serial	Coupon	4.000%	790,000	08/01/2017	27,040	0.208%	3.215%	3.423%	407,857	5.595%
2011	08/01/2019	Serial	Coupon	4.000%	755,000	08/01/2017	15,738	-1.018%	3.102%	2.085%	423,595	5.265%
2011	08/01/2018	Serial	Coupon	4.000%	730,000	08/01/2017	1,332	-2.276%	2.458%	0.183%	424,928	4.842%
-	-	-	-	-	\$8,776,000	-	\$424,928	-	-	-	-	-

Adjustments To Escrow Definition

Proposed Refunding Date	10/15/2015
Yield on Escrow Investments	0.6499972%
Present Value Savings Discount Rate (AIC)	2.6206065%

Refunding Series 2015 - o | SINGLE PURPOSE | 8/13/2015 | 3:57 PM

M&T Securities, Inc.
Public Finance

Page 16

COMMON COUNCIL

AUGUST 26, 2015

ORDINANCE NO. 9036

RESCINDING PREVIOUS COMMON COUNCIL
ORDINANCE NO. 9007 PERTAINING TO THE SALE OF CITY OWNED PARCEL
LOCATED ON 404 DEPEYSTER STREET TO BUYER

By _____:

WHEREAS, the Common Council of the City of Rome, New York, pursuant to Ordinance No. 9007, adopted June 10, 2015, authorized the sale of City owned parcel located on 404 Depeyster Street to Rafael Hilario; and

WHEREAS, Timothy A. Benedict, Corporation Counsel, is of the opinion that it is in the City's best interests that the Common Council rescind the aforementioned Ordinance; now, therefore,

BE IT RESOLVED, by the Common Council for the City of Rome, New York, that Ordinance No. 9007 adopted June 10, 2015, be and is hereby rescinded.

Seconded by _____.

By Councilor _____

RESOLVED, that the unanimous consent of this Common Council be, and the same hereby is given to the consideration of Ordinance No. 9036

Seconded by Councilor _____

AYES & NAYS: Trifeletti _____ Mortise _____ Rogers _____ Smith _____ Anderson _____
Nash _____ DiMarco _____

ORDINANCE NO. 9036

AYES & NAYS: Trifeletti _____ Mortise _____ Rogers _____ Smith _____ Anderson _____
Nash _____ DiMarco _____

ADOPTED:

DEFEATED:

COMMON COUNCIL

AUGUST 26, 2015

ORDINANCE NO. 9037

AUTHORIZING MAYOR OF THE CITY OF ROME TO ENTER INTO REHABILITATION
AGREEMENT AND APPROVING THE SALE OF A CITY OWNED PARCEL LOCATED
AT 201 KOSSUTH STREET AND 604 W. LIBERTY STREET

By Councilor _____:

WHEREAS, New York State Real Property Tax Law Section 1166 and Rome Charter Laws, Title A, Section 33(3) allow the City of Rome to sell and convey real property obtained by virtue of a tax foreclosure proceeding, upon approval and confirmation of a five-sevenths (5/7) vote of the Rome Common Council, with or without advertising for bids; and

WHEREAS, certain City owned parcels of land are in need of rehabilitation and the City desires to sell and convey said real property to buyer, and obtain a written guarantee from the buyer that he will perform and accomplish the necessary rehabilitation within the agreed upon time frame of approximately twelve (12) months from the date said rehabilitation agreement is executed; now, therefore,

BE IT ORDAINED, that the Mayor of the City of Rome is authorized to enter into a Rehabilitation Agreement, prepared and approved by the City of Rome Corporation Counsel and the City of Rome Codes Enforcement Officer, for tax sale properties located at 201 Kossuth Street and 604 W. Liberty Street, Rome, New York, with Tammy Schmalz, for the rehabilitation of said properties located at 201 Kossuth Street, Rome, New York, known as Tax Map No. 242.006-0003-069 and 604 W. Liberty Street, Rome, New York, known as Tax Map No. 242.006-0003-070; and

BE IT FURTHER ORDAINED, by the Common Council of the City of Rome that it approves and confirms the sale and conveyance of tax sale property located at 201 Kossuth Street, Rome, New York, known as Tax Map No. 242.006-0003-069 and 604 W. Liberty Street, Rome, New York, known as Tax Map No. 242.006-0003-070 for consideration of the performance of a Rehabilitation Agreement for said properties, and for the total sum of Twelve Thousand Five Hundred and 00/100 Dollars (\$12,500.00), said conveyance to take place following the contingencies hereinafter set forth; and

BE IT FURTHER ORDAINED, that this authorization is contingent upon the execution by the buyer of the Rehabilitation Agreement within thirty (30) days of the adoption of this Ordinance; and

BE IT FURTHER ORDAINED, regarding to the property known as 604 W. Liberty Street, Rome, New York, known as Tax Map No. 242.006-0003-070, that said property shall be conveyed only upon successful completion of the rehabilitation of 201 Kossuth Street, Rome, New York, known as Tax Map No. 242.006-0003-069; and

BE IT FURTHER ORDAINED, that subsequent to the execution of the Rehabilitation Agreement, this authorization is further contingent upon the granting of a written certification by the City of Rome Codes Enforcement Officer, stating that he has inspected the property and that the buyer has completed all necessary rehabilitation in the time period required by the agreement; and

BE IT FURTHER ORDAINED, that upon receipt of the written certification from the Codes Enforcement Officer, the Mayor is hereby authorized to execute any and all deeds or other documents necessary to complete the transfer of title of said parcel of land; and

BE IT FURTHER ORDAINED, that this authorization is contingent upon the buyer having completed this transaction by rendering payment in full to the City of Rome within forty-five (45) days following receipt and review of copies of the proposed transfer documents pursuant to this sale; and

BE IT FURTHER ORDAINED, that the real property shall at no point in time be sold, transferred, titled or conveyed to any person who was a record owner and/or mortgagor of the property within the five (5) year period immediately preceding the date on which the property was taken by the City of Rome for non-payment of taxes. If such prohibited conveyance shall be made by any party in the succeeding chain of title, then immediately thereon (a) this conveyance shall become null and void to the buyer, his, her or their successors and/or assigns, and (b) the title to the above premises shall revert back to the City of Rome.

Seconded by Councilor _____.
By Councilor _____

RESOLVED, that the unanimous consent of this Common Council be, and the same hereby is given to the consideration of Ordinance No.9037

Seconded by Councilor _____

AYES & NAYS: Trifeletti _____ Mortise _____ Rogers _____ Smith _____ Anderson _____
Nash _____ DiMarco _____

ORDINANCE NO. 9037

AYES & NAYS: Trifeletti _____ Mortise _____ Rogers _____ Smith _____ Anderson _____
Nash _____ DiMarco _____

ADOPTED:

DEFEATED:

ORDINANCE NO. 9038

AMENDING ROME CODE OF ORDINANCES PERTAINING TO THE
CITY OF ROME'S FORMAL CONTRACT PROCEDURE

By Councilor _____:

WHEREAS, Rome City Charter Law, Title A—Article VIII, §§102 and 103, and Chapter II, Article V, Division 3 of the City of Rome Code of Ordinances sets forth the rules, regulations and procedures by which the City of Rome may enter into agreements for the purchase of equipment, performance of public works and engaging professionals to perform professional services on behalf of the City of Rome, New York; and

WHEREAS, the City of Rome's contracting process has traditionally and informally required that the Board of Estimate and Contract authorize the Clerk for the City of Rome, New York to advertise each and every notice of request for bids ("RFBs") and request for proposals ("RFPs"), which traditional requirement had the effect of delaying certain projects and/or procurements to conform to the Board of Estimate and Contract schedule; and

WHEREAS, there is no legal requirement—under the City Charter or the Rome Code of Ordinances—that the Board of Estimate and Contract must authorize the City Clerk to advertise for each RFB and RFP, nor is there any legal requirement that said notice need be placed by the City Clerk; and

WHEREAS, Donna Piekarski, Acting Purchasing Agent for the City of Rome, New York, and Hon. Joseph R. Fusco, Jr., Mayor, are of the opinion that streamlining the City's formal contract procedure to permit the Purchasing Agent to advertise notices for RFB's and/or RFP's without the need for the Board of Estimate and Contract to be in the City's best interests, as said amendment will streamline the City formal contract procedure and will not adversely affect the City's ability to obtain the lowest price from qualified bidders or to satisfactorily assess professional services prior to an agreement being entered for same; now, therefore,

BE IT ORDAINED, by the City of Rome Common Council that the City of Rome Code of Ordinances, Chapter II, Article V, Division 3 is hereby amended as follows:

CHAPTER 2. ADMINISTRATION

ARTICLE V. Finance

Division 3. Purchasing Procedure

[Sections 2-371 to 2-378 shall remain as written]

Sec. 2-379. Formal Contract Procedure

[Sub-section 2-379 (a) to remain as written]

(b) *Notice inviting bids.* Without the need for any formal resolution of the Board of Estimate and Contract or the Common Council, the Purchasing Agent shall ensure that notice [Notice] inviting bids or, when applicable, requests for proposals, shall be published one or more times in the official newspaper of the city at least seven days preceding the last day set for the receipt of proposals. The newspaper notice shall include a general description of the articles to be purchased, public work project to be performed or nature of professional services, shall state the requirements for bid deposits when such deposits are required, shall state where bid blanks and specifications may be secured, and shall state the time and place for opening bids.

[Sub-sections 2-379 (c) to 2-386 shall remain as written]

BE IT FURTHER ORDAINED, that this Ordinance shall take effect immediately upon adoption by the City of Rome Common Council.

Seconded by Councilor _____.

By Councilor _____

RESOLVED, that the unanimous consent of this Common Council be, and the same hereby is given to the consideration of Ordinance No. 9038

Seconded by Councilor _____

AYES & NAYS: Trifeletti _____ Mortise _____ Rogers _____ Smith _____ Anderson _____
Nash _____ DiMarco _____

ORDINANCE NO. 9038

AYES & NAYS: Trifeletti _____ Mortise _____ Rogers _____ Smith _____ Anderson _____
Nash _____ DiMarco _____

ADOPTED:

DEFEATED:

ORDINANCE NO. 9039

AMENDING ROME CODE OF ORDINANCES PERTAINING TO
THE DESIGNATION OF REGISTERED AGENTS

By Councilor _____:

WHEREAS, the City of Rome has the authority to, *inter alia*, prosecute violations of the Rome Code of Ordinances, commence Public Nuisance administrative and/or civil proceedings against property owners owning property in the City of Rome, commence administrative and/or civil proceedings for condemnation and/or to address blighted or unsafe and unfit structures, etc., for which being able to expeditiously and properly serve process on the property owner is necessary for the City to effectuate those actions; and

WHEREAS, as with other municipalities and in certain situations, the City of Rome has had difficulty in locating and serving process on property owners and/or has had to expend considerable time and money to investigate, locate and serve a property owner(s)—particularly, in situations where the property owner does not live in Oneida County or a contiguous county; and

WHEREAS, Kimberly A. Rogers, 3rd Ward Councilor, and Louis V. DiMarco, 7th Ward Councilor are of the opinion that the City best interests will be served by requiring certain property owners to designate a registered agent, which said agent shall be expressly authorized to accept personal service from the City of Rome on behalf of the property owner, which said designation will permit the City of Rome to more effectively and efficiently address various property issues within the City of Rome; now, therefore,

BE IT ORDAINED, by the City of Rome Common Council that the City of Rome Code of Ordinances, Chapter 2, be and is hereby amended as follows:

CHAPTER 2. ADMINISTRATION

[ARTICLES I-VI shall remain as written]

ARTICLE VII. Registered Agents

2-601. Definitions.

“City Clerk” shall mean the City Clerk for the City of Rome, New York.

“Person” shall mean an individual, corporation, business trust, trust, estate, partnership, association, fraternal order, not-for-profit corporation, two or more persons having a joint interest or any other legal or community entity.

“Property Owner” shall mean a person, corporation, limited liability company/corporation or other legal entity, claiming, or whom is invested or otherwise deemed to be the owner by effect of law or succession, the ownership, dominion, control or title of real property, which may include, but is not limited to the following: holder of fee-simple; holder of life-estate; holder of leasehold estate for an interim of five (5) years or more; a buyer under a contract for a piece of real estate; a mortgagee; a receiver; an executor or trustee in control of real property; but shall not include the holder of a leasehold interest/estate or a tenancy for initial term of less than five (5) years.

“Registered Agent” means a natural person over the age of eighteen (18) and who is resident of Oneida County, who has been designated by the owner of real property located in the City of Rome, New York, to be the agent for the Property Owner (as that term is defined herein) to oversee the maintenance and financial obligations of a piece of real property when the Property Owner does not reside in Oneida County. Upon being designed and registered as an agent, the Registered Agent shall be authorized to receive all notices and shall accept service of legal process on behalf of and in the stead of the Property owner.

2-602. Property Owner’s Duty to Designate Agent

(a) Any Property Owner owning real property—regardless of use or zoning classification—situate within the City of Rome, New York and who resides or maintains a principal place of business (in the context of real property owned by a legal entity) outside of Oneida County, New York shall designate a Registered Agent by filing a designation form with the Rome City Clerk. Failure to file the designation of a Registered Agent shall be punishable as set forth herein as 2-605.

(b) Any Property Owner owning real property—regardless of use or zoning classification—situate within the City of Rome, New York and who resides or maintains a principal place of business (in the context of a legal entity) outside of Oneida County, New York may, in lieu of designating a specific person, designate the Rome City Clerk to serve as Registered Agent for any property owned in the City of Rome.

(c) Failure to file the form for designation of a Registered Agent or to designate the City Clerk to act as Registered Agent as required hereunder shall be punishable as set forth herein as 2-605.

2-603. Registered Agent Designation Form

(a) As required pursuant to this Article, each Property owner shall file a completed Registered Agent designation form (hereinafter as “Agent Designation Form” or

“Designation Form”) with the City Clerk, which said Designation Form shall set forth, at a minimum, the following:

- i. name of the Registered Agent;
- ii. residential address of Registered Agent, which must be a physical address. Post office boxes shall NOT be accepted;
- iii. phone number of the Registered Agent;
- iv. address(es) of all properties owned by the Property Owner for which the Registered Agent is designated to accept notices and/or legal process;
- v. in the event the Rome City Clerk is being designated as Registered Agent in lieu of a specific person, an affirmative declaration and designation of same; and
- vi. phone number and address of Property Owner. The address shall be the address to which the Registered Agent or City Clerk shall send any notice or legal process received on behalf of the Property Owner.

(b) The information contained on an Agent Designation Form shall remain in full force and effect until such time that:

- i. the Property Owner decides, in his/her/it’s discretion to change the designated Registered Agent by filing a new Agent Designation Form with the City of Rome Clerk;
- ii. the property is sold, conveyed or otherwise transferred. In the event the new owner of the property resides or maintains a primary place of business outside Oneida County, the new owner shall be required to comply with this Article VII;
- iii. the designated Registered Agent permanently relocates outside of Oneida County, at which time the Property Owner shall comply with this Article VII; and
- iv. the Registered Agent notifies the City of Rome Clerk that he/she

rejects the duties associated with being a Registered Agent, at which time the Registered Agent shall name a successor Registered Agent in compliance with this Article VII.

(c) Agent Designation Form Fee. There shall be a fee for each Agent Designation Form filed by a Property Owner, which said fee shall be set forth in Appendix B—Fee Schedule.

2-604. Effect of Service on Registered Agent

(a) The Registered Agent or City Clerk (in the event the City Clerk is so designated) shall be deemed authorized to accept service in place of the Property Owner

for any and all notices, legal process and/or other information pertaining to a specific property or properties owned within the City of Rome.

(b) Personal service upon a designated Registered Agent or City Clerk of any notice, legal process or other information pertaining to a property located within the City of Rome, which said service shall be in conformance with the rules of Civil Practice Laws and Rules ("CPLR"), Article 3, shall be presumptive and conclusive evidence in all actions and proceedings that the Property Owner has been so served and an affidavit of service attesting to service on the Registered Agent shall be admissible to establish service upon the Property Owner.

(c) With regard to personal service upon the Registered Agent, nothing herein shall be construed to prohibit the effectuating of service upon a Registered Agent by substituted service in conformance with the rules of CPLR, Article 3.

2-605. Penalties for Failure to Designate Registered Agent.

(a) Any Property Owner that fails to file an Agent Designation Form as required herein at 2-602 and/or 2-603(b) shall be punishable pursuant to City of Rome Code of Ordinances, §1-15.

(b) In addition to the penalty provided herein at 2-605(a), the failure of a Property Owner to file an Agent Designation Form shall result in the amount of the Agent Designation Form Fee, as set forth at Appendix B—Fee schedule, to be added to the tax bill of the address for which the Property Owner failed to so file, plus an administrative fee of 50% of the Agent Designation Fee.

(c) In addition to the penalty and authorization to add the Designation Fee to a property tax bill, in the event that the City of Rome attempts to serve a notice or legal process on a Property Owner and has to incur costs or expense (i.e., service fees; owner search fees; etc.) as a result of the Property Owner not complying with this Article VII, the City shall be and is authorized to assess all such costs and expenses incurred by the City as a result of the Property Owners failure on the applicable property tax bill

BE IT FURTHER ORDAINED, that Rome Code of Ordinances, Appendix B—Fee schedule shall be amended as follows:

<u>Section this Code</u>	<u>Description</u>	<u>Amount</u>
<u>2-603</u>	<u>Registered Agent Designation Form Fee</u>	
	<u>if form filed on or before</u>	
	<u>December 31, 2015</u>	<u>\$ 0.00</u>
	<u>if form filed on or after</u>	
	<u>January 1, 2016</u>	<u>\$ 150.00 per form; and</u>

BE IT FURTHER ORDAINED, that this Ordinance shall take effect immediately upon adoption by the City of Rome Common Council.

Seconded by Councilor _____.

By Councilor _____

RESOLVED, that the unanimous consent of this Common Council be, and the same hereby is given to the consideration of Ordinance No. 9039

Seconded by Councilor _____

AYES & NAYS: Trifeletti _____ Mortise _____ Rogers _____ Smith _____ Anderson _____
Nash _____ DiMarco _____

ORDINANCE NO. 9039

AYES & NAYS: Trifeletti _____ Mortise _____ Rogers _____ Smith _____ Anderson _____
Nash _____ DiMarco _____

ADOPTED:

DEFEATED: